

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of Bexar County</u> PHA Code: <u>TX452</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2011</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>30</u> Number of HCV units: <u>1811</u>												
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.) N/A												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
	PHA 1:												
	PHA 2:												
	PHA 3:												
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.												
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: "To provide affordable housing that is in a decent and safe condition, to be stewards of Public Funds and Trust, and to serve all customers with respect and compassion. To guide our participants to become economically self-sufficient, and improving the livelihood of citizens who are in need within the City of San Antonio and the County of Bexar."												

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

PHA GOAL #1: Increase the availability of decent, safe, and affordable housing.

Goal 1: HABC will increase and preserve the availability of safe, decent and affordable housing for the very low, low, and moderate income persons and families by working attentively with landlords in our jurisdiction. Bringing qualified landlords with acceptable housing into the program to provide better and more affordable housing and ensuring that all units meet HUD HQS standards.

PHA GOAL #2: Increase Assisted Housing Choices in Section 8 Program

Goal 2: Acquire or Build Units or Developments. Rehabilitation of the Colonia Remigio Valdez, Jr. complex and the construction of an Elderly Housing Complex to increase assisted housing choices for the residents within our jurisdiction. HABC will continue to evaluate the increase of HCV Payment Standards to make housing choices more available to families when searching for units to lease as well as maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.

PHA GOAL #3: Improve Public Housing Management

Goal 3: HABC will continue to strive for a high performer designation in our Public Housing Assessment and Section 8 Management & Assessment Program.

HABC has split the Executive Manager/CFO position into two distinct positions filled by separate employees-Executive Manager and Chief Financial Officer. The responsibilities of each position are geared to the individual program types to ensure that an increased amount of regulatory compliance requirements are met. The Chief Financial Officer position is to assist with all aspects of financial bookkeeping, assisting Executive Director, allowing the Executive Director more quality time on program development, staff training, compliance, and quality control as program client needs increase and funding is available.

PHA GOAL #4: Guide our Participants to Become Economically Self-Sufficient

Goal 4: HABC will increase training for PHA staff improving knowledge and skills (certifications where required) related to Family Self-Sufficiency and Home Ownership as well as Section 8 and Public Housing. Provide more comprehensive face-to-face orientation for clients interested in Family Self-Sufficiency at entry time into program.

PHA GOAL #5: Provide safe housing under VAWA

Consistent with the requirements under Violence Against Women's Act (VAWA), it is the agency's goal to help victims of domestic violence and provide safe housing. Information related to VAWA is contained in the ACOP and Administrative Plan. Please see Chapter 4 of our Administrative Plan for detailed procedures of our services under VAWA.

6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: N/A</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>Both the 5-Year and Annual PHA Plan will be located at our main administrative office located at 1017 N. Main Ave, Suite 201, San Antonio, TX 78212.</p>
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>HABC has not received a Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing. We are currently not in plans to project base any vouchers.</p> <p>Homeownership</p> <ul style="list-style-type: none"> • Public Housing HABC does not administer any homeownership programs for public housing. • Section 8 Tenant Based Assistance HABC does administer homeownership programs for Section 8 participants.
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>Please see attached.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>Please see attached.</p>
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <p>N/A</p>

Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

**Housing Needs of Families
in the Jurisdiction by Family Type**

Family Type	Over all	Affordability	Supply	Quality	Accessibility	Size	Location
Income ≤30% of AMI	908	3	5	1	3	5	5
Income >30% but ≤50% of AMI	642	2	4	2	3	4	4
Income >50% but <80% of AMI	169	3	3	2	3	3	3
Elderly	53	3	4	2	3	4	4
Families with Disabilities	620	3	4	2	3	4	4
White	3808	3	4	2	3	4	4
Black/ African American	1633	3	4	2	3	4	4
Native Indian/ Alaskan Native	1	3	4	2	3	4	4
Asian	6	3	4	2	3	4	4
Hawaiian/ Pacific Islander	12	3	4	2	3	4	4
Hispanic/ Latino	3572	3	4	2	3	4	4
Non-Hispanic/ Non-Latino	1898	3	4	2	3	4	4

9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <ul style="list-style-type: none"> • Employ effective maintenance and management policies to minimize the number of public housing units off-line • Reduce turnover time for vacated public housing units • Reduce time to renovate public housing units • Pursue housing resources other than public housing or Section 8 tenant-based assistance. • Adopt rent policies to support and encourage work • Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing • Affirmatively market to local non-profit agencies that assist families with disabilities • Affirmatively market to races/ethnicities shown to have disproportionate housing needs
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>HABC has implemented additional outreach strategies by conducting landlord briefings to improve and encourage new landlord participation. The results have presented a slight increase in landlord interest and unit inclusion into the program.</p> <p>HABC continues a proactive approach in conducting reasonable rent comparable determinations for all new units and each assisted unit, adjusting rents accordingly. HABC has successfully monitored available funding and unit baseline to maintain flexibility and maximize the use of its vouchers.</p> <p>HABC has maintained up-to-date EIV training, utilizing internal/external monitoring techniques to improve program integrity.</p> <p>Consistent with the requirements under the (VAWA) Violence Against Women Act specific information related to VAWA is contained in the ACOP and Administrative Plan. The Administrative Plan and Admissions and Occupancy Policy are available for review at the Housing Authority of Bexar County.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Substantial deviation will include any modifications in the HABC policy, preferences, mission, and goals that affect 50% of applicants, participants, and tenants.</p>

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>HABC</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>See attachment A.</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>See attachment K.</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>See attachment L.</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>See attachment M.</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>See attachment M.</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>There were no comments received from the Resident Advisory Board.</p> <p>(g) Challenged Elements</p> <p>There were no challenged elements or recommendations made.</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>See attachment under Annual Plan tab.</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> <p>See attachment under Annual Plan tab.</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PIHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59P45250110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: FFY of Grant Approval: 2010
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	11,000		0	0
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	5,500		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	37,718		0	0
11	1465.1 Dwelling Equipment—Nonexpendable	1,500		0	0
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

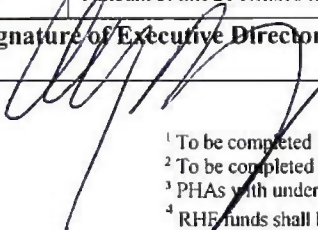
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PIHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59P45250110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: FFY of Grant Approval: 2010
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	55,718		0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 8.24.11		Signature of Public Housing Director _____	
				Date _____	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHE funds shall be included here.

[illegible]

² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59P45250109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	55,906		0	0
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

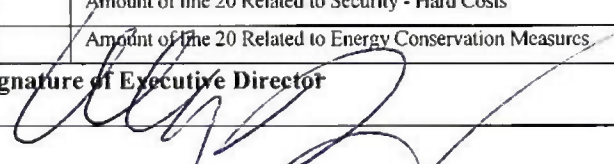
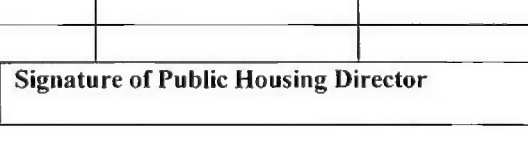
PHA Name: Housing Authority of Bexar County	Grant Type and Number Capital Fund Program Grant No: TX59P45250109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval: 2009
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Type of Grant

☐ Original Annual Statement
 ☐ Reserve for Disasters/Emergencies
 ☐ Revised Annual Statement (revision no:)

☒ Performance and Evaluation Report for Period Ending: 12/31/10
 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	55,906		0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director 	Date 8.24.11	Signature of Public Housing Director 	Date
--	------------------------	---	-------------

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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[illegible]

² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHIA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59S45250109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	7,668	536	536	536
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	12,130	12,130	11,130	11,130
10	1460 Dwelling Structures	54,359	64,023	46,056	46,056
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	2,532	0		
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

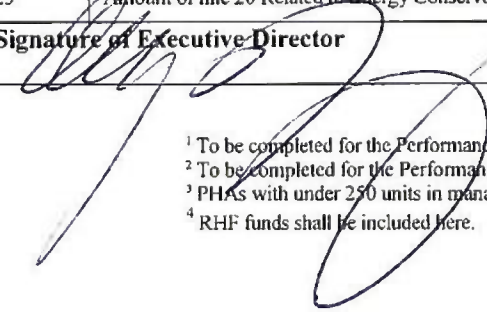
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59S45250109 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: FFY of Grant Approval: 2009	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	76,689	76,689	57,722	57,722
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 8-24-11		Signature of Public Housing Director 	
				Date	

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[illegible]

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59P45250108 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: FFY of Grant Approval: 2008
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	60,586		60,586	60,586
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

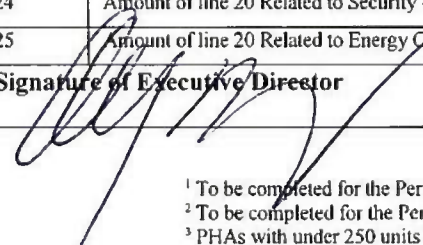
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Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Bexar County		Grant Type and Number Capital Fund Program Grant No: TX59P45250108 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: FFY of Grant Approval: 2008	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	60,586		60,586	60,586
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 8.24.11		Signature of Public Housing Director _____	
				Date _____	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

[illegible]

² To be completed for the Performance and Evaluation Report.



Rudy Rodriguez
Chairman, Precinct 1

Dr. Morris Spector
Vice-Chairman, Precinct 2

Hugo A. Gutierrez, Jr.
Commissioner, Precinct 4

Ernest Leal
Commissioner, County Judge

Alfred A. Valenzuela
Interim Executive Director

1017 N. Main Ave., Suite 201, San Antonio, Texas 78212
(210) 225-0071 • Fax (210) 225-6976

Adrian Gonzalez
Commissioner, Precinct 3

RESOLUTION NO. 11-006

THE HOUSING AUTHORITY OF BEXAR COUNTY CERTIFICATION OF COMPLIANCE WITH THE PHA PLANS AND RELATED REGULATIONS

WHEREAS, Section 511 of the Quality of Housing and Work Responsibility Act of 1998, referred to as the "Public Housing Reform Act of 1998 (PHRA)", created the public housing agency plans – a 5-Year Plan and an Annual Plan,

AND

WHEREAS, the 5-Year Plan describes the mission of the Housing Authority of Bexar County and the agency's long range goals and objectives for achieving its mission over the subsequent 5 years,

AND

WHEREAS, the Annual Plan provides details describing the Housing Authority of Bexar County's immediate administration of operations, program participants, programs and services, and the agency's strategy for managing operational concerns, residents' concerns and needs, programs and services for the upcoming year.

AND

WHEREAS, the Board of Commissioners for the Housing Authority of Bexar County agree to make all certifications and agreements as part of the PHA Plan in accordance with the U.S. Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners for the Housing Authority of Bexar County as follows:

"To adopt and approve submission of the Annual Plan for the Housing Authority of Bexar County for fiscal year beginning July 1, 2011, hereinafter referred to as **THE PLAN** of which this document is a part".

The undersigned certifies that the foregoing is a true and exact copy of the resolution so adopted.

ADOPTED AND APPROVED FOR HUD TRANSMISSION THIS 16th DAY OF JUNE, 2011, by the Board of Commissioners of the Housing Authority of Bexar County.

Housing Authority of Bexar County
Public Housing Agency)

Rudy Rodriguez, Chairman

Alfred A. Valenzuela, Interim Executive Director

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.



TDD#210-226-2766



**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or **X** Annual PHA Plan for the PHA fiscal year beginning 7/1/2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of Bexar County (HABC)

TX452

PHA Name

PHA Number/HA Code

 5-Year PHA Plan for Fiscal Years 20 - 20

 X Annual PHA Plan for Fiscal Years 20 11 - 20 12

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Rudy Rodriguez

Title

Chairman, HABC Board of Commissioners

Signature

Date

06/16/2011



Rudy Rodriguez
Chairman, Precinct 1

Dr. Morris Spector
Vice-Chairman, Precinct 2

Hugo A. Gutierrez, Jr.
Commissioner, Precinct 4

Ernest Leal
Commissioner, County Judge

Adrian Gonzalez
Commissioner, Precinct 3

Alfred A. Valenzuela
Interim Executive Director

1017 N. Main Ave., Suite 201, San Antonio, Texas 78212
(210) 225-0071 • Fax (210) 225-6976

RESOLUTION NO. 11-008

**RESOLUTION APPROVING THE CERTIFICATION OF THE MANAGEMENT ASSESSMENT (MASS)
REPORT TO HUD FOR THE SCATTERED SITE/LOW RENT HOUSING PROGRAM.**

WHEREAS, it is required by the U.S. Department of Housing and Urban Development that the Housing Authority of Bexar County, Texas (herein called "Public Housing Agency" or "PHA") submit a report at the end of the fiscal year that being June 30, 2011 on the Public Housing Assessment System (MASS) which was developed in accordance with Section 502(a) of the National Affordable Housing Act of 1990 (NAHA) as amended by the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1992.

WHEREAS, this is to certify that the Board of Commissioners of the Housing Authority of Bexar County met on June 16, 2011 at 5:30 p.m., at which a quorum was present, and voting throughout, the following Resolution was unanimously adopted, to wit:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Bexar County, Texas as follows:

- PHAS implements Section 502(a) of the NAHA and provides a tool for evaluating the performance of public housing agencies (PHAs) in major areas of management operations.
- By utilizing PHAS, the Department (HUD) will be able to practice accountability monitoring and risk analysis, enabling HUD staff to focus valuable monitoring resources on program participants most susceptible to fraud, waste and mismanagement.
- The Housing Authority of Bexar County will provide accountability with PHAS certification to be submitted to the Department of HUD sixty days after June 30, 2011, the end of the fiscal year for the HABC.
- The HABC will provide PHAS certification on a yearly basis.

The undersigned certifies that the foregoing is a true and exact copy of the resolution so adopted.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Housing Authority of Bexar County on this 16th day of June, 2011.

Housing Authority of Bexar County, Texas

Rudy Rodriguez, Chairman

Alfred A. Valenzuela, Interim Executive Director

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.



TDD#210-226-2766



Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

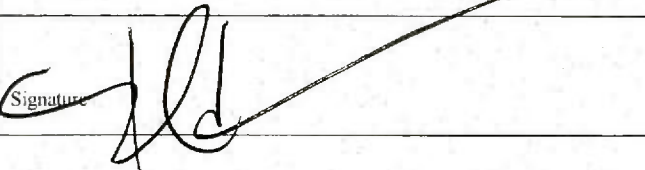
The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Housing Authority of Bexar County (HABC)

TX452

PHA Name

PHA Number/HA Code

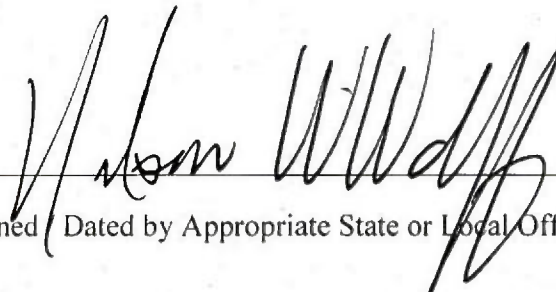
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Rudy Rodriguez	Title Chairman, HABC Board of Commissioners
Signature 	Date 06/16/2011

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Nelson W. Wolff the Bexar County Judge certify that the Five Year and
Annual PHA Plan of the Housing Authority of Bexar County is consistent with the Consolidated Plan of
Bexar County prepared pursuant to 24 CFR Part 91.


Signed _____ Dated by Appropriate State or Local Official



SECTION 8 ADMINISTRATIVE PLAN

*Revised and approved by HABC Board of Commissioners:
June 16, 2011*

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which rectified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 rental assistance programs are federally funded and administered for the County of Bexar by the Housing Authority of Bexar County through its Section 8 housing office. The Administrative Plan is a supporting document to the PHA Annual Plan in accordance with (b) of Sec 982.54.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority of Bexar County staff shall be in compliance with the PHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

JURISDICTION

The jurisdiction of the HABC is the County of Bexar, a borderline county without a PHA **AND** under a Cooperation Agreement with the San Antonio Housing Authority, the city of San Antonio.

A. MISSION STATEMENT

"To provide affordable housing that is in decent and safe condition, to be stewards of Public Funds and Trust, and to serve all customers with respect and compassion. To guide our participants to become economically self-sufficient, and improving the livelihood of citizens who are in need within the City of San Antonio and the County of Bexar."

Our objective is to expand affordable housing under the auspices of the Housing Authority of Bexar County. To create housing for the elderly and multi-family housing by utilizing public and private funds through partnerships with other entities. To institute homeownership and assist families locate housing counseling and down payment assistance through other available resources.

B. DIVERSITY STATEMENT

The Housing Authority of Bexar County is obligated to the promotion of an inclusive environment that grows on the diversity of our workforce while supporting the execution of our goals and Mission Statement.

Our board members, employees and business partners acknowledge the importance of inclusive collaboration regardless of race, religion, color, age, gender, national origin, sexual orientation, physical challenges, or marital or family status. Our business plan is committed to the promotion of the Small/Minority, Women Owned, Disadvantaged, Disabled and Veteran Owned Enterprises.

We seek to enhance our organization through leadership, policies, procedures and practices with diversity at the forefront of our progress.

C. LOCAL GOALS AND OBJECTIVES

The Housing Authority of Bexar County is charged with meeting these objectives through housing assistance programs available from HUD.

There is an undeniable need for low income housing assistance within the jurisdiction of the HABC.

We approach the administration of the program with a positive attitude. We have established realistic and attainable goals in the simplest manner possible, while complying with the Section 8 requirements and regulations.

The HABC will administer these goals and objectives as listed.

Increase the availability of decent, safe, and affordable housing by the following means:

- a. Applying for additional Housing Choice Vouchers
- b. Conduct Owner Outreach efforts
- c. Increase Voucher Payment Standards
- d. Leverage public and private funds to create additional housing opportunities
- e. Implement a voucher homeownership program

Ensure equal opportunity and affirmative fair housing:

- a. **Outreach – The HABC will publicize the program to very low-income families, property owners and/or agents.**
- b. To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience the freedom of housing choice.
- c. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

D. PURPOSE OF THE PLAN

The HABC's Administrative Plan establishes policies for carrying out the program in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan.

The overall plan for the Section 8 Housing Assistance Payments Program is designed to achieve four major objectives:

- a. To provide improved living conditions for very low-income families who reside within the City of San Antonio and the County of Bexar, while maintaining their rent payments at an affordable level.
- b. To promote freedom of housing choice and spatial de-concentration of lower income and minority families.
- c. To provide decent, safe and sanitary housing for eligible participants.
- d. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The HABC is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

E. ADMINISTRATIVE FEE RESERVE

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not be initiated without the prior approval of the Housing Authority of Bexar County Board of Commissioners.

F. RULES AND REGULATIONS

This Administrative Plan is set forth to define the Housing Authority of Bexar County's local policies for operation of the Section 8 Housing Programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

G. TERMINOLOGY

The Housing Authority of BEXAR COUNTY is referred to as "HABC" or "Agency" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance only to U.S. citizens and eligible immigrants.

The Section 8 programs are also known as the Regular Tenancy Certificate, Over-FMR Tenancy (OFTO) and Voucher Programs. The Voucher Choice Program refers to the merged program effective as of 08/12/99.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the PHA.

“Failure to Provide” refers to all requirements in the first Family Obligation. See “Denial or Termination of Assistance” chapter.

“Merger date” refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

H. FAIR HOUSING POLICY

It is the policy of the Housing Authority of Bexar County to comply with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HABC shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial, marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the HABC will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder’s briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority office/s, including in the lobby and interview rooms and equal opportunity logo will be used on all outreach material. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HABC facilities are inaccessible to or unusable by

persons with disabilities. Posters and housing information are displayed in locations throughout the HABC office in such a manner as to be easily readable from a wheelchair.

The Housing Authority of Bexar County's office(s) is accessible to persons with disabilities. Accessibility for the TDD/TDY telephone service and the telephone number is available for the hearing impaired **(210) 226-2766**.

I. REASONABLE ACCOMODATIONS POLICY

It is the policy of this HABC to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before the HABC will treat a person differently than anyone else. The HABC policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on HABC forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in the Administrative Plan including when a family initiates contact with the HABC, when the HABC initiates contact with a family including when a family applies, and when the HABC schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the applicant/participant must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following definitions:

•Definition of a person with a disability under Section 504

An individual with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities. The term physical or mental impairment may include, but is not limited to, condition such as visual or hearing impairment, mobility impairment, HIV infection, mental retardation, drug addiction (except current illegal use of or addition to drugs), or mental illness. The term major life activity may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. Section 504 also protect persons who have a record of such impairment, or are regarded as having such an impairment.

•The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others

- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under civil rights and fair housing laws and regulation.

The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

▪**Definition of Reasonable Accommodation**

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations the HABC can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

▪**Types of Reasonable Accommodation**

When needed, the HABC must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexamination to be completed by mail
- Conducting home visits
- Using higher payment standards (either within acceptable range or with HUD approval of a payment standard outside the HABC range) if the HABC determines this is necessary to enable a person with disabilities to obtain a suitable housing unit.
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with HABC staff.
- Displaying posters and other housing information in locations throughout the HABC office in such a manner as to be easily readable from a wheelchair.

Once the person's status as a qualified person with a disability is confirmed, the HABC will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the HABC finds that the requested accommodation creates an undue administrative or financial burden, the HABC will either deny the request and/or present an alternative accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the HABC (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the agency.

The HABC will provide a written decision to the person requesting the accommodation within (10) ten business days.

If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing in writing within (10) ten business days from the date of the written response.

Reasonable accommodation will be made for persons with a disability that requires an advocate. A designee/advocate will be allowed to provide some information, but only with the permission of the person with the disability.

All HABC mailings will be made available in an accessible format upon request, as a reasonable accommodation.

The HABC will encourage the family to make its request in writing using a reasonable accommodation request form. However, the HABC will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

Verification of Disability

- If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the HABC, the HABC must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

- Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights (42 U.S.C. 6001(7))

•appropriate documentation provided by diagnostician such as a physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker.

MEDICAL RECORDS WILL NOT BE ACCEPTED OR RETAINED IN THE PARTICIPANT FILE.

J. LIMITED ENGLISH PROFICIENCY(LEP)

The HABC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP).

LEP is defined as a persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants, and parents and family members of applicants and participants.

K. MANAGEMENT ASSESSMENT OBJECTIVES

The Housing Authority of Bexar County operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HABC is using its resources in a manner that reflects its commitment to quality and service. The HABC policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Rent Reasonableness
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances
- Deconcentration (**Bonus**)

Supervisory quality control reviews will be performed by executive management or other designated representative other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the Waiting List
- Rent Reasonableness

- Determination of Adjusted Income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed relate directly to each factor.

L. RECORDS FOR MONITORING PHA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, HABC will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor and housing professionals, to follow, monitor and or assess the HABC's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

- Inactive participant records will be held for seven (7) years
- Financial documents (10) to (12) years

In accordance with SEMAP guidelines, the Executive Management serves in a supervisory capacity and is responsible for staff audits and reviewing.

The Quality Control Manager is required to review a random sample of records based on a Defined universe in order to determine compliance with program requirements. Under CFR 982.5 as:

<u>#'s</u>	<u>Minimum number of files/ records to be sampled</u>
50 or less	5
51-600	5+1 for each 50 (or part of 50) over 50
601-2000	16+1 for each 100 (or part of 100) over 600
Over 2000	30+1 for each 200 (or part of 200) over 2000

M. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Settlement and describes the conditions under which HUD/PHA will release family information.

The HABC's policy regarding release of information is in accordance with State and local laws, which in some cases may restrict the release of family information.

- On amounts owed to other PHA's
- On amounts owed to the HABC for prior overpayment of rental assistance
- To furnish prospective owners with information concerning past behavior by family members as occupants of assisted housing
- To release only by the authorization of the Executive Director and written consent of the affected party or by court subpoena

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Executive Director or Section 8 Manager must approve all requests for access and granting of accommodations based on this information.

The HABC's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff.

Staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

All files must be signed for when removed from the secured file storage area.

N. MANAGEMENT ASSESSMENT OBJECTIVES

The Housing Authority of Bexar County operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HABC is using its resources in a manner that reflects its commitment to quality and service. The HABC policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Rent Reasonableness
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances
- De-concentration (Bonus)

Supervisory quality control reviews will be performed by the Executive Management and or other designated representative other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the Waiting List
- Rent Reasonableness
- Determination of Adjusted Income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed relate directly to each factor.

O. FAMILY OUTREACH

The agency will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the HABC waiting list is open, the agency will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in Spanish.

To reach persons, who cannot read the newspapers, the HABC will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements.

The HABC will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

The HABC has partnered with various agencies, who provide counseling and who contact others in the area, identifies families in the program, and counsel the families on their prospective move and services available in the areas in which the family is interested.

P. OWNER OUTREACH

The HABC makes a concerted effort to apprise property owners on legislative changes in the tenant-based program and applicable changes in program requirements.

HABC encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

HABC communicates with participating owners to improve owner relations and to recruit new owners.

The HABC will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if the PHA determines it is necessary to make the program more accessible in the HABC's jurisdiction.

The HABC encourages program participation by owners of units located outside areas of poverty or minority concentration. The HABC will periodically evaluate the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purposed of these activities is to provide more choice and better housing opportunities to families.

The HABC **will** periodically:

- Request the HUD Field Office to furnish a list of HUD held properties available for rent.
- Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.
- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

CHAPTER 2

ELIGIBILITY FOR ADMISSION

This chapter will address HUD's and the HABC's criteria for admission and denial of admission to the Section 8 program. The HABC staff will review all information provided by the family without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain the basis of any decision made by the PHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The HABC accepts applications only from families who head or spouse is at least 18 years of age or emancipated minors under state law.

The HABC's eligibility factors include:

- An applicant must be a "FAMILY" a family may be a single person or group of persons
- An applicant must have income and meet the income criteria under the appropriate income limits
- An applicant must furnish social security numbers for all family members age six and older
- An applicant must furnish declaration of citizenship or eligible immigrant status and verification of family members
- At least one member of the applicant family must be either an U.S. citizen or have eligible immigration status before the HABC may provide any financial assistance.

The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors and verified before actual placement on the waiting list.

B. FAMILY COMPOSITION

The applicant may qualify as a "Family" a family may be a single person or a group of persons.

A "family" includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HABC determines if any other group of persons qualifies as a "family".

A single person family may be:

- An elderly person, age 62 and older
- A displaced person
- A person with a disability

Any other single person includes:

- A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:

- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.
- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.
- Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State and local law.

Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head of Household

Spouse means the husband or wife of head of household.

For proper application of the Non-citizen Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage. The "term" spouse does not apply to boyfriends, girlfriends, significant others, or co-head.

Co-Head of Household

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head but not both. A co-head never qualifies as a dependent.

Live-In Attendants

A family may include a live-in aide provided that the following applies:

- Is determined by the HABC to be essential to the care and well being of an elderly person, near elderly person or a person with a disability.

- Is not obligated for the support of the person(s) and
- Would not be living in the unit except to provide care for the person(s)

A live-in aide is treated differently than family members:

- Income of live-in aide will not be counted for purposes of determining eligibility or level of benefits
- Live-in aides are not subject to the Non-citizen Rule requirements
- Live-in aides may not be considered as a remaining member of the tenant family
- Relatives are not automatically excluded from being live-in aides, but they must meet the criteria of the definition of a “live-in aide”.
- A live-in aide may only reside in the unit with the approval of the HABC. Written verification will be required from a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50 to 61) or disabled. Verification must also include the hours the care will be provided.

At any time the HABC will refuse to approve a person as a live-in aide or withdraw approval if (24 CFR 982.316):

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amount to the HABC or other PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Admission

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HABC will make the decision taking into consideration the following:

- Which family member applied as head of household
- Which family unit retains the children or any disabled or elderly members
- Evidence of domestic violence in the split
- A recommendation from a social service agency or qualified professional such as children’s protective services

In case where domestic violence played a role, the standard used for verification will be the same, as that required for the “domestic violence preference”.

The HABC will require evidence that the family has been displaced as a result of violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home.

Multiple Families In The Same Household

When families apply which consist of two families living together, for example:

- Mother and Father
- Daughter with her own husband and children

If they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

C. INCOME LIMITATIONS

In accordance with the Quality and Work Responsibility Act of 1998, HUD allows PHA's to admit families whose income does not exceed the low-income limit (80% of the median area income). The HABC elects to admit only those families under the very low-income limits (50% of the median area), exception is made under CFR 982.201(b).

To be eligible for assistance, an applicant must:

- **Have an annual income at the time of admission that does not exceed the very low-income limits for occupancy established by HUD.**
- To be income eligible the applicant must be a family in the very low-income category, which is a family, whose income does not exceed 50% of the area median income. The HABC will not admit families whose income exceeds 50% of the area median income except those families included in 24 CFR 982.201(b).

To be income eligible the family may be under the low-income limit in any of the following categories:

- A very low-income family
- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under the 1937 Housing Act Program within sixty (60) days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR Part 511.

- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contracts under 24 CFR 248.165.
- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the PHA compares the annual income of the family to the applicable income limit for the family" size.

Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

PORTABILITY: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

D. SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older on the waiting application prior to admission if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must provide documentation from Social Security Administration (SSA) stating that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide identification must sign a certification and provide verification within sixty (60) days. Elderly persons must provide verification within 120 days.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Individuals, who are neither, may elect to contend their status. Eligible immigrants are persons who are in one of the following immigrant categories:

- Immigrant status under sec. 101(a) or 101(a)(20) of INA 3
- Permanent residence under sec. 249 of INA 4
- Refugee asylum, or conditional entry status under sec. 207,208 or 203 of INA 5

- Parole status under sec. 212(5) of INA 6
- Threat to life or freedom under sec. 245A of the INA 8

For the Citizenship/Eligibility Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All Members Ineligible

Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal review.

Non-Citizen Students

Defined by HUD in the non-citizen regulations, not eligible for assistance.

Appeals

For this eligibility requirement, only the applicant is entitled to an informal review if they were denied due to non-citizenship status.

Verification of Status before Admission

The HABC will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Criteria for Admission

The HABC will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for admission or denial of assistance.

The family must not have violated any family obligation during a previous participation in the Section 8 Program for five (5) years prior to final eligibility determination.

The HABC may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.

The family must pay in full any outstanding debt owed this PHA and any other PHA prior to participation in the Section 8 Program. There are no payment agreements.

The HABC will check criminal history for all adults in the household referenced in **Chapter 15** the section on One-Strike Policy in the “Denial or Termination of Assistance” chapter.

If any applicant deliberately misrepresents any information on which eligibility or tenant rent is established, the HABC will deny assistance and may refer the family file to the proper authorities to appropriate disposition.

F. TENANT SCREENING

The HABC will take into consideration any of the criteria for admission described in the “Denial or Termination of Assistance” chapter, however, the HABC will not screen family behavior or suitability for tenancy. The HABC will not be liable or responsible to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner’s unit. At or before the HABC approval of rental assistance, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Rent paying habits
- Caring for the unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing and surrounding areas
- Drug-related and/or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

The HABC will advise families how to file a complaint if they feel discriminated against by an owner or housing personnel. The HABC will advise the family to make a Fair Housing complaint. The HABC may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

G. CHANGES IN ELIGIBILITY IN CONTRACT (HAP) APPROVAL

Changes that occur during the period between voucher issuance and lease up may affect the family’s eligibility or share of rental payment.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason(s) for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizenship status. (See Chapter on “Complaints and Appeals”).

I. PROHIBITED ADMISSIONS CRITERIA

Admission to the Section 8 Program may not be based on the following:

- Where the family lives before admission to the program
- Members of the family are unwed parents, recipients of public assistance, or children are born out of wedlock.
- A family includes children.
- Whether a family decides to participate in a family self-sufficiency program

Other reasons listed in the “Statement of Policies and Objectives” chapter under the Fair Housing and Reasonable Accommodations sections.

CHAPTER 3

APPLYING FOR ADMISSION

The policy of the Housing Authority of Bexar County is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HABC will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

GENERAL POLICY The Applicant process will be undertaken in two phases: a preliminary application (referred to as a pre-application) will be taken first. When the family comes to the top of the waiting list and the HABC is ready to issue Housing Choice Vouchers, the HABC will take a formal application (referred to as a full application) and verify the information provided.

A. OVERVIEW OF THE APPLICATION PROCESS

1. Acceptance of Pre-Applications – When the HABC opens the waiting list applications will be accepted at a designated location and continue with accepting in person at the HABC Main Office on designated days during regular business hours. Pre-applications will be made available and mailed out to persons with disabilities.
2. The first phase (pre-application) will be recorded by date and time in the automated data system and kept in the pre-application pool where it will be maintained until processed, this will establish the family's date and time of application for placement order on the waiting list.
3. The second phase (full application) is the final determination of eligibility. The full application takes place when the family reaches the top of the waiting list. At this point the HABC ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for Housing Choice Voucher issuance.

B. OPENING/CLOSING OF APPLICATION TAKING

Family Outreach

The HABC continues to publicize and disseminate information needed concerning the availability and nature of housing assistance for very low-income families. The HABC will make known to the public the availability and nature of housing assistance for very low-income families. Notification will be through media sources, newspaper of general circulation, minority media, radio and notices to social service agencies.

Notice Requirements: The notice must:

Advise families that placement for the waiting list is taken at designated offices and are handicapped accessible.

Briefly describe the Section 8 program, and to reach persons, who cannot read the newspapers, the HABC will distribute flyers and fact sheets to the broadcasting media. Personal contact with various community service agencies as well as public service announcements will be made.

Opening the Waiting List

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months.

The HABC will open the waiting list by public notice as follows:

The HABC will advertise through public notice by newspaper of general circulation, minority publications, media entities and various service organizations as listed below:

- **San Antonio Express News**
- **La Prensa**
- **The Reporter**
- **KENS-TV**
- **KSAT-TV**
- **KVDA-TV**
- **KMOL-TV**
- **KABB-TV**
- **KWEX**
- Service Organizations:
- **Alamo Area Council of Governments**
8700 Tesoro Drive, Suite 700
San Antonio, Texas 78217
(210) 362-5200
- **Alamo Workforce Development Council**
115 East Travis, Suite 220
San Antonio, Texas 78205
(210) 272-3260
- **Avance**
118 N. Medina, Third Floor
San Antonio, Texas 78207
(210) 220-1788
- **Battered Women's Shelter of Bexar County**
P.O. Box 18331
San Antonio, Texas 78218
(210) 733-8810

- **Bexar County Community and Resources Department**
233 N. Pecos, Suite 590
San Antonio, Texas 78207
(210) 335-3666
- **Center for Health Care Services**
3031 IH 10 West
San Antonio, Texas 78201
(210) 731-1300
- **Department of Community Initiatives**
115 Plaza de Armas #210
San Antonio, Texas 78205
(210) 207-8198
- **Family Services Association**
702 San Pedro
San Antonio, TX 78212
(210) 299-2400
- **Haven for Hope**
1 Haven for Hope Way
San Antonio, TX 78207
(210) 220-2100
- **Our Casas Resident Council**
915 Guadalupe
San Antonio, Texas 78207
(210) 208-9694
- **San Antonio Food Bank**
5200 Old Highway 90 West
San Antonio, TX 78227
(210) 431-8362
- **San Antonio Housing Authority**
818 S. Flores
San Antonio, Texas 78207
(210) 477-6262
- **San Antonio Metropolitan Ministry**
5254 Blanco Road
San Antonio, Texas 78216
(210) 340-0302
- **Texas Department of Human Services**
11307 Roszell
San Antonio, Texas 78217
(210) 655-8760

This notice will contain:

- The dates, times, and the locations where families may apply
- A brief description of the program

The notice will provide potential applicants with information that includes the HABC's address and telephone, how to place a pre-application and information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow a person with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the HABC will accept applications from eligible families unless there is good cause such a denial of assistance because of action or inaction by the family and/or family members for the grounds started in the "Denial of Termination of Assistance".

Closing the Waiting List

The HABC will suspend placement on the waiting list when additional applicants would not be able to receive a Housing Choice Voucher within a 12-month period. This will avoid both unnecessary applications processing costs and false hopes among applicant families that assistance would be available in the immediate future.

The HABC will announce the closing of the waiting list by public notice (see opening the waiting list).

C. PRE-APPLICATION PROCEDURES

The HABC will utilize a pre-application form to be filled out by the applicant whenever possible, otherwise pre-applications are recorded in the automated data system. To provide specific accommodation for person with disabilities; the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by phone, by document in Spanish.

The purpose of the pre-application is to permit the HABC to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. Duplicate applications, including applications from a segment of an applicant household will not be accepted.

Ineligible families will not be placed on the waiting list.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

D. APPLICANTS STATUS ON WAITING LIST

Applicants are required to inform the HABC in writing or by telephone of changes in address. Applicants are also required to respond to requests from the HABC to update information on their application and to determine their interest in assistance.

Written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the pre-application, the HABC will notify the family in writing, stating the reason (reason's) for denial and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

E. SELECTION

Based on the turnover rate and the availability of funding, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the HABC will not admit any other applicant until funding is available for the first applicant.

F. FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will be verified prior to placement on the waiting list.

The qualification for preference must exist at the time the preference is claimed and the time of verification. Claim of a preference determines placement on the waiting list.

When the HABC is ready to select applicants from the waiting list, applicants will be required to:

- Complete a full application declaring all information provided is true and accurate.

The applicant will be interviewed by a HABC representative and will be required to furnish complete and accurate information verbally as requested by the interviewer.

The HABC representative will complete the full application form with answers supplied by the applicant. The application is to be signed by the prospective participant certifying all information is complete and accurate.

The HABC utilizes the full application interview to discuss the family's circumstances in detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the information needs of the family by providing information about the application and verification process, as well as to advise the family of other services or programs which may be available.

All adult members, 18 years of age or older, are required to attend the interview and sign the full application; exceptions may be made for members for whom attendance may be a hardship.

If the head of household cannot attend the interview, the spouse or co-tenant may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 days from the initial appointment date, to review the information and by signature acknowledge that all of the information is complete and accurate.

If the applicant does not reschedule or misses two consecutive pre-scheduled appointments, the HABC will remove them from the active list and consider them not interested.

Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. At the request of the applicant, a designee will be allowed to participate in the interview process.

If an application is denied due to failure to attend the interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

All adult members must sign the HUD Form 9886, Release of Information, declarations and consent forms related to citizenship/immigration status and all other documents required by the HABC. Failure to do so is cause for denial of the application for failure to provide necessary certifications and release forms as required by HUD and the HABC.

If the HABC determines during the interview that additional documentation is required or incomplete documentation, the HABC will give the applicant 10 days to supply the information.

If the information is not supplied within the 10 day period, the HABC will notify the family of the “Denial of Assistance”.

G. VERIFICATION

Information provided by the applicant will be verified, which includes family composition, income, allowances and deductions, assets, full-time student status, childcare, eligibility and rent calculation factors. Verifications may not be more than 60 days old at the time of issuance of the Housing Choice Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

Once the verification process has been completed, the HABC will make a final determination of eligibility. This decision is based on the information provided by the family, the verification completed by the HABC, and the current eligibility criteria in effect. A briefing will be scheduled for the issuance of the voucher and orientation to the housing program.

CHAPTER 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

It is the HABC's objective to ensure that families are placed in proper order on the waiting list and selected for admissions in accordance with the policies in this Administrative Plan.

A. WAITING LIST

The HABC uses a single waiting list for admission to its Section 8 Tenant-Based Assistance Program of Bexar County.

Except for Special Admissions, applicants will be selected from the HABC's waiting list in accordance with policies, preferences and income targeting requirements defined in this Administrative Plan.

The waiting list contains the following information for each applicant listed:

- Date and Time of Pre-Application
- Applicant Name (to include middle and/or maiden name)
- Additional Household Members
- Current Address
- Telephone Number (if applicable)
- Date of Birth
- Social Security Numbers
- Income Sources
- Ethnic Designation for Head of Household
- Qualification for any local preference

B. SPECIAL ADMISSIONS

The HABC will apply for funding targeted for specifically named families as specified in the five-year Agency Plan therefore; the special admissions procedure is addressed in this policy.

- If the HABC is awarded program funding that is targeted for specifically named families; the HABC will admit these families under a Special Admission Process.
- Special admissions families will be admitted outside of the regular waiting list process.
- Families are not required to qualify for preference.
- HABC will maintain separate records of there admissions.

Program funding that may be designated by HUD under special admissions:

- A family displaced because of demolition or disposition of a public or Indian Housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

C. WAITING LIST PREFERENCES

The HABC will not grant admission preference to an applicant if any member of the family has been evicted during the past three years due to drug-related criminal activity from any housing assistance under the 1937 Housing Act.

- The three year limit is based on the date of eviction, not the date the crime was committed.
- The HABC may have to rely on certification by the family that no eviction for drug related criminal activity has occurred when no means of verification are available.

D. LOCAL PREFERENCES

The HABC will inform all applicants about the availability of local preferences and give applicants the opportunity to provide documentation to support qualifying for a local preference.

The HABC will offer public notice when changing preference and the notice will be publicized using the same guidelines as those used for opening and closing the waiting list.

HABC has adopted the following local preferences; and will be verified when the family is selected from the waiting list for final determination of eligibility.

Displacement by Hate Crimes

Hate Crime is defined as actual or threatened physical violence or intimidation that is directed against a person or their property, based on a person's race, color, religion, sex, national origin, disability, or familial status.

An applicant is a victim of a hate crime if:

- One or more members of the applicant's family have been the victims of hate crimes, and the applicant has vacated the unit.
- The HABC must determine that the hate crime is recent and/or of a continuing nature, by having the applicants provide police reports and/or medical reports to support the occurrences.

Displacement by Natural Disaster

The HABC will grant admission preference to an applicant displaced by a natural disaster if:

- The applicant has been displaced from an area that has been federally declared a disaster area.
- The applicant was a Section 8 Voucher Holder or Public Housing resident in another jurisdiction federally declared a disaster area
- The home the applicant occupied in the federally declared disaster area is the primary residence
- The home the applicant occupied is uninhabitable or requires repairs due to damage from the disaster

Victims of Domestic Violence

Domestic Violence is defined as actual or threatened violence directed toward the applicant or members of the household by spouse or other member of the applicant's household.

An applicant is considered a victim of Domestic Violence if:

- The applicant has been subjected to or victimized by a member of the family or household within the past six months and is of a continuing nature.
- Applicant has vacated the unit due to domestic violence.
- The applicant must provide evidence that the family was displaced as a result of fleeing violence from the home.
- A family is also eligible for this preference if there is evidence to support that the family is currently living in an environment where they are subjected to or victimized by violence in the home.
- The abuser must still reside in the unit from which the victim was displaced.
- The applicant must certify that the abuser will not reside with the applicant unless the HABC gives prior written approval.

The HABC may approve the return of the abuser to the household under the following conditions:

- A counselor, therapist, or other appropriate professional recommends in writing to the HABC that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the HABC, the HABC will deny or terminate assistance for breach of the certification.

If requested by the family, the HABC will take precautions to ensure that the new location of the family is concealed in cases of domestic violence.

Displaced Elderly & Disabled

This preference is extended to disabled persons or families with a disabled member as defined in this plan. Proof of disability will be required at time of selection and it must verify disability existed as of the date of pre-application.

Person with Disabilities [24 CFR 5.403]

Single Applicants

Single Applicants who are elderly, disabled or displaced or homeless will be given a selection priority over all “Other Single” applicants regardless of local preferences.

A one person household which the individual member is not elderly, disabled, displaced, or homeless will be placed on the waiting list in accordance with local preference (if applicable) to which they are entitled however, they cannot be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

E. INCOME TARGETING

In accordance with the “Quality Housing and Work Responsibility Act of 1998”, the HABC will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. These families are defined as “Extremely Low Income”. This will be enforced each fiscal year.

The HABC will admit families who qualify under the Extremely Low-Income limit to meet the income targeting requirements regardless of preference.

Jurisdiction Served By More Than One PHA

The HABC and the San Antonio Housing Authority will serve all families within local jurisdiction and the County of Bexar by an Inter-Local Agreement.

HUD will use one PHA for income targeting purposes.

The HABC will cooperate with the San Antonio Housing Authority who serves the same jurisdiction as HABC; to ensure that aggregate admissions comply with the 75 percent targeted income requirement for the jurisdiction.

F. TARGETED FUNDING

Families who are placed on the waiting list and meet the criteria under **Family Unification** will be pulled from the waiting list and provided assistance under Targeted Funding. Families are selected and provided assistance based on available allocations under this program.

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Applicants Circumstances

Applicants are required to notify the HABC in writing, when there is a change in family circumstances. This may affect the family's entitlement to a preference.

If the family's verified annual income, at final eligibility determination, does not fall under the extremely low income limits and the family was selected for income targeting purposes before applicants with a higher preference, the family will be returned to the waiting list.

Cross-Listing of Housing Programs

The HABC will not merge its waiting list however, all applicants will be advised of the various programs administered by the HABC and offer to the family on any or all program waiting lists as requested.

The HABC may not take any action against the applicant, because an applicant has applied for, received, or refused other housing opportunities.

H. ORDER OF SELECTION

The HABC will leave a clear audit trail to verify that each applicant has been selected in accordance with the method specified in this plan.

Families will be placed on the waiting list by date of application. Further determination can be used by using the following preferences:

1. Applicants with a Local Preference only;
 - a. Displacement by Hate Crimes
 - b. Displacement by natural disaster
 - c. Victims of Domestic Violence (VAWA)
 - d. Displaced Elderly & Disabled
2. Non preference applicants

Date, time and/or lottery will organize the waiting list.

I. PREFERENCE DENIAL

If a preference is denied, the HABC will notify the applicant in writing (**certified mail**) of the reasons why the preference was denied and offer the applicant an opportunity to request in writing an informal review with **Executive Management**. The applicant will be given ten calendar days from the date of receipt of the denial letter to request the informal review.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without preference.

Applicants may exercise other rights if they believe they have been discriminated against.

J. PURGING THE WAITING LIST

The HABC will purge the waiting list once a year by a mailing to all applicants to ensure the waiting list is current and accurate. The HABC will request that the applicant contact the Section 8 Office to confirm the applicants continued interest.

- The mailing will require a response within 10 days from the date of the mailing. Failure to respond will result in applicant's name being dropped from the waiting list.
- If a letter is returned by the Post Office with a forwarding address, it will be re-mailed to the address indicated.
- If a letter is returned without a forwarding address, the applicant will be removed from the waiting list without further notice.

Chapter 4 amended on 3/23/11
Board approved 3/23/11

CHAPTER 5

SUBSIDY STANDARDS

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

HUD guidelines require that the HABC establish standards for the determination of voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards and the Fair Housing guidelines.

The HABC does not determine who shares a bedroom/sleeping room. The HABC's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines and the HABC's Occupancy Standards.

All subsidy standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

OCCUPANCY STANDARDS

<u>VOUCHER SIZE</u>		<u>PERSONS IN HOUSEHOLD</u>	
		<u>Minimum</u>	<u>Maximum</u>
0	bedroom	1	1
1	bedroom	1	2
2	bedroom	2	4
3	bedroom	3	6
4	bedroom	4	8
5	bedroom	6	10

The HABC assigns no more than two people per bedroom using the Occupancy Standards and within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than spouse) and unrelated adults should be allocated a separate bedroom.
- Children over 6 years of age of the opposite sex.
- Foster children will be included in determining unit size only if they will be in the unit for more than six months or other allowable circumstance.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space may be provided for a child who is away at school but who lives with the family during the school recess.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

- A single pregnant woman with no other family members must be treated as a two-person family.
- Single person shall be allocated one bedroom.

B. EXCEPTION TO BEDROOM ALLOCATION

The HABC shall grant exception upon written request from the applicant, as an accommodation for person with disabilities. The request must explain the need or justification for a larger bedroom. Requests based on health related reasons, must be verified by a medical professional.

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom based on:

- Verified medical or health reasons
- Elderly persons or persons with disabilities who may require a live-in attendant.
- The HABC will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

The Voucher size is determined prior to the briefing by comparing the family composition to the HABC subsidy standards. If an applicant requires a change in the voucher size, the HABC will amend according to HABC subsidy standards.

Under-housed and Over-housed Families

If a unit does not meet HQS space standards due to an increase in family size, the HABC will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

Pre-Merger Certificate Families Only:

If a pre-merger certificate family is occupying a unit which has more bedrooms than allocated under the HABC's subsidy standards, and the gross rent exceeds the FMR for the family size under the subsidy standards, the HABC will issue the family a new voucher of the appropriate size and assist the family in finding a suitable unit.

C. UNIT SIZE SELECTION

The family may select a different size dwelling unit than that listed on the Voucher. The HABC must determine the following and use the required criteria:

- Subsidy Limitations: The payment standard amount for the family shall be the **lower of**:
 - The payment standard amount for the family size; or
 - The payment standard amount for the unit size rented by the family

- **Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual unit size, regardless of the size authorized on the family's voucher.
- **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit a maximum occupancy levels as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES

UNIT SIZE

MAXIMUM NUMBER IN HOUSEHOLD

0	bedroom	1
1	bedroom	4
2	bedroom	6
3	bedroom	8
4	bedroom	10
5	bedroom	12
6	bedroom	14

CHAPTER 6

FACTORS RELATED TO INCOME, TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

The HABC will use the methods as set forth in this Administrative Plan to verify family income, family composition, value of assets and other factors relating to eligibility determinations before an applicant is issued a Housing Choice Voucher. Inasmuch as possible, third party (independent) verifications sent by mail, are used. If third party verification is impossible, the HABC's last resort will be to accept notarized statements.

The HABC will not photocopy government checks, but instead will use a "Document Viewed or Person Contacted Form". Applicants and/or current participants are not allowed to hand carry or bring back "third party" verifications. Third party verifications are mailed directly to the third party source.

The HABC will have each applicant/participant sign a tenant integrity authorization form and a Tenant Responsibility Form.

A. INCOME AND ALLOWANCES

Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted. Amounts derived from assets to any family member who has assets is also included as income.

ANNUAL INCOME

Is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Annual Income Includes:

Employment Income

- Full amount prior to payroll deductions
- Overtime
- Commissions
- Fees
- Bonuses

Income of Dependents

- Earnings in excess of \$480.00 for each full-time student 18 years of age or older is not included as income.
- Benefits and other non-earned income paid directly to minors is income.

Asset Income

- Interest, dividends, and net income from real or personal property
- Interest on savings

Military Pay

- Regular Pay
- Special Pay
- Allowances of a member of the armed forces whether or not living in the dwelling
- Exclude special hazardous duty pay when exposed to hostile fire.

Regular Contribution and Gifts

- Cash contributions paid on a regular basis
- Rent and utility payments made on behalf of the family

Periodic Payments and Allowances

- Social Security (full amount prior to Medicare deduction)
- Annuities
- Insurance Payments
- Pensions
- Disability
- Death Benefits
- Alimony and Child Support

Lump Sum Payments

- Lump-sum payments caused by delays in processing unemployment, or welfare assistance.

Income from a Business

- Net Income equals gross income less expenses
- Withdrawal of cash assets from a business (except when the withdrawal is for reimbursement of amounts the family has invested in the business).

Public Assistance

- Temporary Assistance to Needy Families (TANF)
- Supplemental Security Income (SSI)
- Public Assistance Income in as-paid localities

Income Charges from Welfare Program

- Rent is not reduced if welfare assistance is reduced due to:
 1. Fraud
 2. Failure to participate in economic self-sufficiency program
 3. Failure to comply with work activity requirements

Income Charges must be counted if welfare reduction is due to:

1. A lifetime limit on receiving benefits has expired.
2. The family has complied with welfare requirements but is unable to find employment.
3. The HABC will verify circumstances with the Texas Department of Human Services.
4. The HABC will enter into a cooperation agreement with the local welfare agency to obtain information regarding welfare sanctions.
5. Target economic self-sufficiency and other services to families.

Payment in Lieu of Earnings

- Unemployment
- Workers' Compensation
- Severance Pay

B. INCOME AVERAGING

When annual income cannot be anticipated for a full twelve months, the HABC will average the known sources of income that vary to compute the annual income.

Income averaging will be used for those families whose income fluctuates from month to month to estimate the income to compute. This process will reduce the number of interim adjustments.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used.

C. MINIMUM INCOME

There is no minimum income requirement. Families claiming to have no income will be required to execute verification forms to determine that income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The HABC will run a credit report if information is received that the family has unreported income source(s).

Families will be required to provide documentation to support their current means of subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, the HABC will make inquiry of the nature of the family's accessible resources.

The HABC will advise the family to apply for TANF and use this anticipated income on a provisional status, requiring that the family undergo interim re-examination (every 90 days).

D. INCOME EXCLUSIONS

Income from Employment of Children

- Exclude earnings of children under the age of 18
- Include benefit income

Payments Received for Foster Children or Foster Adults

- Foster children have been placed by court order in foster home
- Foster adults are usually persons with disabilities, unrelated to the tenant and unable to live alone.

Lump Sum Additions to Family Assets (counted as assets)

- Deferred Payments
- Periodic amounts for SSI and SS benefits received in a lump sum amount
- Inheritances
- Insurance payments (to include health, accident, and workers' compensation)

- Capital Gains
- Settlement for personal or property losses

Medical Reimbursements

- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Income of a Live In Aide

Student Financial Aid

- The full amount of financial assistance paid directly to the student or to the educational institution.

Special Armed Forces Pay

- Payments received by a family member serving in the armed forces who is exposed to hostile fire.

Resident Service Stipends

- Not to exceed \$200.00 per month
- Received by a resident for performing a service for the PHA or owner
- Enhances the quality of life in the development

Such Services May Include But Are Not Limited To:

- Fire Patrol
- Hall Monitoring
- Lawn Maintenance
- Resident Initiative Coordination

No resident may receive more than one such stipend during the same period of time.

Sporadic Income

- Temporary, nonrecurring or sporadic income including gifts

Holocaust Reparation Payments

- Payments received from a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Earnings for Full-Time Students

- Earnings in excess of \$480.00 of each full-time student 18 years or older (excluding head or spouse)

Adoption Assistance Payments

- Exclude amounts in excess of \$480.00 per adopted child

Developmental Disability Care Payments

- Paid to family with a member who has a developmental disability
- Amounts received by the family to offset the cost necessary to keep the member at home

Refunds and Rebates for Property Taxes

- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

Plan for Achieving Self-Support (PASS)

- Exclude payments to disabled persons on SSI pursuing a PASS program

Other Publicly Assisted Programs

- Exclude amounts received by a participant in other publicly assisted programs, which are specifically for reimbursement of out-of-pocket expenses to allow participation in a specific program.
- Clothing

Special Equipment

- Transportation
- Child-Care

HUD Funded Training Programs

- Exclude all amounts received under any training programs funded by HUD, including income received under the Comprehensive Improvement Assistance Program.

Incremental Income From Employment Training Programs Qualified Under 5.609{c}{8}{v}

- Applicable to both Section 8 and Public Housing
- Exclude all incremental earnings and benefits resulting from participation in a qualifying State or Local employment-training program.
- Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment-training program.

To Qualify Under This Section, A Training Program Must:

- Have clearly defined goals and objectives
- Have a variety of components
- Take place in a series of sessions over a period of time
- Be designed to lead to a higher proficiency
- Enhance the individual's ability to obtain employment
- Have employment standards to measure proficiency

E. FEDERALLY MANDATED INCOME EXCLUSIONS

- Value of Food Stamps under the Food Stamp Act of 1977
- Domestic Volunteer Services Act of 1973
 1. VISTA – Volunteers in Service to America
 2. RSVP – Retired Senior Volunteer Program
 3. Foster Grandparents
 4. Senior Companions Programs
- Heating Assistance
 - Payments of allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- JTPA
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act.
- Americorps Living Allowance

- Indian Settlements/Trusts
 1. Payments received under the Maine Indian Claim Settlement Act of 1980
 2. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 3. The first \$2,000.00 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- Title IV of the Higher Education Act of 1965
 - Amounts of scholarships funded under Title IV including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs Student Assistance.
- Agent Orange Settlements
 - Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation.
- Child Care and Development Block Grant Act of 1990
 - The value of any childcare provided or arranged or any amount received as payment for such care or reimbursement for costs incurred for such care under the CDBG Act of 1990.
- Earned Income Tax Refunds
- Title V of the Older Americans Act
 - This is the Senior Community Service Employment Program funded through the Department of Labor.
 - National contractors such as administer this program:
 - Green Thumb
 - AARP – American Association of Retired Persons
 - NCOA – National Council on Aging
 - US Forest Services
 - National Association for the Spanish Elderly

F. ASSETS AND ASSET INCOME

The value of assets may affect the family's TTP because of the requirement to impute income if assets are greater than \$5,000.00.

Income From Assets

- Net family assets of \$5,000.00 or less, the actual income from assets will be used as income.
- Net family assets greater than \$5,000.00, the HABC will use the greater of:
 - Actual income from assets or Imputed Income from assets based on the passbook savings rate approved by HUD. The current passbook savings rate is 2.00%.
- Current amounts in savings accounts
- Average balances for the last six months in checking accounts
- The HABC will disregard nominal amounts in a family's checking account that are required to meet the family day to day needs.
- Stocks, bonds, savings certificates, money market funds and other investment accounts
- Equity in real property or other capital investments
- Cash Value of life insurance policies
- Assets disposed of for less than the fair market value during the two years preceding examination or re-examination. The HABC will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than fair market value, but allows HABC to establish a threshold in the Administrative Plan that will enable them to ignore amounts such as charitable contributions.

The HABC's minimum threshold for counting assets disposed of for less than fair market value is \$1,000.00. If the total amount of assets disposed of within a one-year period is less than \$1,000.00, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one-year period is more than \$1,000.00, all assets disposed of for less than fair market value will be counted as assets for two years from the date the asset was disposed of.

Verification of Assets

The HABC will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

The HABC will accept the following verification:

- Verification forms, letters, or documents from a financial institution or broker
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements, completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements
- Financial statements for business assets
- Copies of closing documents showing the selling price and the distribution of the sales proceeds
- The family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

G. ADJUSTED INCOME

Adjusted Income is defined as the annual income minus HUD allowable expenses and deductions. HUD has five allowable deductions from Annual Income.

- Dependent Allowance: \$480.00 for each family member (other than head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- Elderly/Disabled Allowance: \$400.00 per family whose head or spouse is 62 years of age or over or disabled.
- Allowable Medical Expense: Current medical expenses of an ongoing nature in excess of 3% of the Gross Annual Income. This deduction is only given to an elderly/disabled family. Non-prescription drugs must be doctor-recommended to be considered a medical expense.
- Child Care Expenses: Deducted for the care of children under 13 years of age, when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
 - Childcare expenses will not be allowed if there is an adult household member capable of caring for the child.
 - Child care to work: The maximum child care expense allowed must be less than the amount earned.
 - Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

H. MINIMUM RENT

The minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays toward rent and utilities.

By Board Resolution, The Housing Authority of Bexar County Board of Commissioners voted to incorporate into the HABC's Administrative Plan a minimum rent of \$25.00, in accordance with PIH Notice 96-7 and Public Law No. 04-99.

Hardship Requests for an Exception to Minimum Rent

The HABC recognizes that in some circumstances even the minimum rent may create a financial hardship for families.

As set forth by the Quality Housing and Work Responsibility Act of 1998, the HABC will review all relevant circumstances brought before the agency regarding financial hardship as it applies to minimum rent and determine whether the family qualifies for a Hardship Exception.

Criteria for Hardship Exception

In order to qualify for a Hardship Exception, the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting eligibility determination for Federal, State, or Local assistance;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including:
 - Loss of employment
 - Death in the family

In addition to HUD hardships, the HABC has added this hardship qualification:

- Adult family member responsible for 50% of the family income leaves the household for longer than 3 months.

Notification to Families of Right to Hardship Exception

The HABC will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. “Subject to minimum rent” means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or welfare rent.

The HABC will notify families that hardship exception determinations are subject to HABC review and hearing procedures.

All requests for rent hardship exceptions must be made in writing and proof of financial hardship is required.

The HABC will use the agency’s standard verification procedures to verify circumstances, which have resulted in financial hardship.

Suspension of Minimum Rent

The HABC will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the HABC determines whether the hardship is:

- Covered by statute
- Temporary or long term

“Suspension” means that the HABC must not use the minimum rent calculation until the HABC has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the HABC determines that the minimum rent is not covered by statute, the agency will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the HABC determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family’s request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The HABC will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

Long Term Duration Hardships

If the HABC determines that there is a qualifying long term financial hardship, the HABC must exempt the family from the minimum rent requirements.

Retroactive Determination

The HABC will reimburse the family for any minimum rent charges, which took effect after October 21, 1998, that qualified for one of the mandatory exceptions.

I. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The HABC must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HABC must count the income of the spouse or the head of household if that person is temporarily absent, even if that person is not on the lease. Temporarily is defined as away from the unit for more than 30 days, less than 90 days.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition.

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for a period of three months or 90 days.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HABC will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HABC's "Absence of Entire Family" policy.

Absence Due to Full Time Student Status

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice,

-
- be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.

Absence Due to Incarceration

If the sole member or any other member of the household is incarcerated for more than 90 consecutive days, (a three-month period) he/she will be considered permanently absent. The HABC will research and determine if the reason for incarceration is for drug-related or violent activity.

If the time period is to be greater than three months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HABC's subsidy standards.

Absence of Entire Family

The HABC addresses two situations under "Absence of Entire Family":

1. The family is absent from the unit, but has not moved out.
2. The family has moved out of the unit.

Families are required to notify the HABC by giving the agency and Landlord at least a sixty-day written notice of their intent to vacate the unit.

Families are required to notify the HABC and Landlord in writing about any family absence from the unit for more than thirty days. The HABC must be notified 5 days prior to absence.

If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. This determination will be made after all factors have been taken into consideration such as:

- Returned correspondence
- Verify if utilities are in service
- Check with Post Office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed 180 consecutive calendar days.

The HABC may reinstate the family based on the following conditions:

- The absence was due to a person's disability

- The person was unable to notify the HABC in accordance with “Family Responsibilities”.

The HABC may reinstate the family:

- The HABC can verify the persons ability to notify the HABC of their absence
- Funding is available
- The period of absence was within 180 days

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HABC will treat that adult as a visitor for the first ninety days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HABC will review the status at thirty-day intervals.

If custody is awarded for a limited time in excess of stated period, the HABC will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The HABC may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for a maximum of 180 days and it is reasonable to expect that custody will be granted.

Should the HABC approve a person to reside in the unit as caretaker, the income should be counted pending a final decision. The HABC will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than three months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than thirty consecutive day without HABC approval, will be considered to be living in the unit as unauthorized household member.

- Statements from neighbors and/or landlord will be considered in making a determination.
- The use of the unit address as the visitor's current residence shall be construed as permanent residence.
- The burden of proof that the individual is a visitor reset on the family. In the absence of any proof, the individual will be considered an unauthorized member of the household and the HABC will terminate assistance, based on the family's failure to report a change in family composition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to sixty days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than sixty days per year, the minor will be considered to be an eligible visitor and not a family member.

J. REPORTING CHANGES IN FAMILY COMPOSITION

A family must report changes in family composition, in accordance with HUD requirements.

The family obligations require the family to request HABC and Landlord approval to add any other family member as an occupant of the unit and to inform the HABC of the birth, adoption or court-awarded custody of a child.

If a family member leaves the household, the family must report this change to the HABC.

The HABC must conduct an interim re-examination for any additions or deletions to the household and evaluate if these changes will affect the Total Tenant Payment and proceed according to interim policy.

K. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HABC will calculate the income as follows:

- Exclude the income and deductions if his/her income goes directly to the facility
- Include the income and deductions if his/her income goes directly to a family member

L. REGULAR CONTRIBUTIONS AND GIFTS

The HABC will include as income, regular contributions and gifts received on a monthly basis. This includes rent and utility payments made on behalf of the family and other cash contributions.

Casual or sporadic contributions are excluded from Annual Income.

M. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HABC will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided:

- Verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency.

N. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES

The HABC must offer prorated assistance to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

The HABC will prorate assistance by calculating the amount of assistance payable if all family members are eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family’s actual energy consumption.

The HABC’s utility allowance schedule includes the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The HABC may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The HABC classifies utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; [other electric], refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

A tenant-paid air conditioning allowance will be provided throughout our jurisdiction and will be provided in the parts of our jurisdiction shown on a map included in the briefing packet.

The HABC will review the utility allowance schedule annually. If the review determines that the utility rate changed by 10 percent or more since the last revision of the utility allowance scheduled, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next re-examination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HABC provides an allowance adequate for the family to purchased or rent a range or refrigerator, even if the family already owns either appliance. Where the calculation on the HUD 50058 results in a utility reimbursement payment due to the family, the HABC will provide a Utility Reimbursement Payment for the family each month.

Utilities must be in the name of the head or co-head of household for the entire period of the family receives housing assistance. The utility reimbursement payment will be made payable directly to utility vendor.

Where families are responsible to pay utilities on a commercial account, the HABC will provide utility reimbursement payments payable to the owner/ owner representative. The head of the household must supply a copy of utility bill within 30 days from effective date of contract.

P. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES
[24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. [24 CFR 5.617] Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

- *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying; income remains constant throughout the period that he or she is receiving the EID.

Initial 12-Month Exclusion. During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

- The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In. During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation. The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the family must report any time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

CHAPTER 7

VERIFICATION PROCEDURES

Applicants and program participants must provide true and complete information to the HABC whenever information is requested. The HABC's verification requirements are designed to maintain program integrity. The HABC procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition are in accordance with HUD requirements. The HABC obtains written authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION

The HABC verifies information utilizing four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HABC allows 3 weeks for returned third-party verifications and use discretionary measures to obtain other types of verifications before going to the next method. The HABC will document the file as to why third part written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, verifications may not be more than 60 days old from the date of receipt.

Third-Party Written Verification

Third-Party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically (fax or e-mail) directly from the source are considered third party written verifications.

The HABC does not accept third-party verification forms hand carried by the family; however, the HABC will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration

- Texas Department of Human Services
- Texas Workforce Commission
- City or County Courts

The HABC will send requests for third-party verification to the source regardless of whether the family provides a computerized printout.

Third-Party Oral Verification

The HABC uses oral third-party verification, when written third-party verification is delayed or not possible. The staff completes a “Certification of Document Viewed or Telephone Verification form”. The staff documents: with whom they spoke, date of conversation, and the facts provided. If verification must be provided by telephone, the HABC originates the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within the 3 weeks, the HABC must utilize documents provided by the family as the primary source and annotate the participant file accordingly.

If third-party verifications are received after documents have been accepted as provisional verification, and there is a discrepancy, the HABC will utilize the third-party verification. The HABC will not delay processing an application beyond 3 weeks because of third-party verification not received in a timely manner (3 week period).

Self-Certification/Self-Declaration

When verification cannot be made by third-party or a review of documents, families will be required to submit a notarized statement or self declaration and witnessed by staff.

B. RELEASE OF INFORMATION

The HABC requires all adult family members to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members are required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice for example; a criminal history report.

All members requested to consent to the release of specific information are provided with a copy of the appropriate forms to include an explanation by the FSS Counselor prior to their signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HABC.

C. COMPUTER MATCHING

The HABC will utilize the HUD established computer-based Enterprise Income Verification (EIV) as a tool for obtaining a benefit history report for Social Security, Supplemental Security Income, employment and unemployment.

When computer matching results in a discrepancy, the HABC requires a conference with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the HABC will advise the family and follow the procedures in the Program Integrity Addendum of the Administrative Plan.

D. ITEMS TO BE VERIFIED

The HABC will verify all income not specifically excluded by the regulations to include:

- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in proceeding two years.
- Child-care expense where it allows an **adult** family member to be employed or to further his/her education.
- Total medical expenses of households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.
- Disability for determination of preferences, allowances or deductions.
- U.S. citizenship/eligible immigrant status.
- Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.
- “Preference” status
- Familial and/or Marital status when needed for head or spouse definition.
- Verification of Reduction in Benefits for Non-compliance:

The HABC will obtain written verification from the welfare agency stating that the family’s benefits have been reduced for fraud or noncompliance before denying the family’s request for rent reduction.

E. VERIFICATION OF INCOME

Employment Income

The HABC requires verification forms requested from the employer(s) to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Year to date earnings
- Estimated income from overtime, tips bonus pay anticipated during the next 12 months

Acceptable methods of verification include:

1. HABC third-party employment verification form completed by the employer
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.
5. Self certification and/or notarized statement are least acceptable form of verification

In cases where the HABC may have questions about the validity of information provided by the family, the HABC will require applicants and program participants to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

A referral to the Internal Revenue Service will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include:

1. HABC third-party verification form completed by agency
2. Award or benefit notification letters prepared and signed by the providing agency
3. Computer report electronically obtained or in hard copy

Unemployment Compensation

Acceptable methods of verification include:

1. HABC verification form completed by the unemployment compensation agency
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts
3. Payment stubs

Welfare Payments or General Assistance

Acceptable methods of verification include:

1. HABC verification form completed by payment provider
2. Written statement (letterhead) from payment provider indicating the amount of grant
3. Computer generated "Notice of Action"

Alimony or Child Support Payments

Acceptable methods of verification include:

1. HABC verification form completed by the Attorney's General's Office
2. Copy of a separation or settlement agreement, or a divorce decree stating amounts and type of support and payment schedules.
3. Copy of latest check and/or payment stubs from Court Trustee
4. Family's self-certification and/or notarized statement of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
5. A notarized statement from the individual paying the support (lease form of verification)

If payments are irregular, the family must provide:

- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- A notice from the Texas Department of Human Services indicating the amount received by the welfare agency for child support.
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HABC will view the IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS form 1040, including:
Schedule C (Small Business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business
3. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
4. Family's self-certification (notarized statement) as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

When an applicant/participant is operating a "cash and carry" childcare business (which may or may not be licensed) the HABC requires that the applicant/participant complete a verification form for each customer indicating the following:

- Name of Person(s)
- Whose child/children is being cared for
- Telephone number for each customer
- Number of hours child/children are cared for
- Method of payment
- Amounts paid
- Signatures of customers

Recurring Gifts

The family must furnish a self-certification (notarized statement) that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The HABC will run a credit report if information is received that indicates the family has an unreported income source.

Full-Time Student Status

Only the first \$480.00 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Savings Account Interest Income and Dividends

Acceptable forms of verification include:

1. Account statements, passbooks, certificates of deposit, or the HABC's verification forms completed by the financial institution
2. Broker's statements showing the value of stocks or bonds and earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution provided that the HABC must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

Acceptable forms of verification include:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or re-examination.

Net Rental Income from Property Owned by Family

Acceptable forms of verification include:

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipt, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the applicant/participant, and the applicant/participant self-certification (notarized statement) as to the income realized.

G. VERIFICATION OF ASSETS

Family Assets

The HABC requires information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- Verification forms, letter, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deducted from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- The applicant/participant self-certification (notarized statement) describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding
Effective Date of Certification or Re-Examination

For all Certifications and Re-examinations, the HABC will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years proceeding the effective date of the certification or re-examination

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows:

- (a) all assets disposed of for less than FMV
- (b) the date they were disposed of
- (c) the amount the family received
- (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Applicant/participants, who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make the payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses, such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The HABC will use mileage at the rate of .32 cents, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability and the amount of any reimbursement received.

Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided
- Certification of family and attendant and/or copies of canceled checks family used to make payments

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In accordance with the provisions of Section 214 of the Housing and Community Development Act of 1980, the HABC requires applicants to furnish verification of legal identity for all family members as instructed under the "Restrictions on Assistance to Non-Citizens" 7465.7.

The HABC will accept the following documents as verification of legal identity for adults. If a document is illegible or otherwise questionable, more than one document will be required.

- Certificate of Birth

- Naturalization papers
- Church issued Baptismal Certificate
- Current, Valid Driver's license
- U.S. Military Discharge (DD214)
- U.S. Passport
- Voter's Registration Card
- Department of Motor Vehicles Identification Card

Documents acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption Papers
- Custody Agreement
- Health and Human Services Identification
- School Records

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree; signed by a Court Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

In order to establish familial relationship, the HABC will always require the following verifications if applicable:

- Birth Certificates
- Baptismal Certificates
- Verification from social service agencies
- School records

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HABC will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HABC will verify changes in family composition (either reported or unreported):

- Through letters
- Telephone calls
- Utility records
- Inspections
- Landlords
- Neighbors
- Credit Data
- School records
- Department of Motor Vehicle records

Verification of Disability

- If a family indicates that an accommodation is required for a disability, the HABC must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.
- **Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights (42 U.S.C. 6001(7))**
- **Appropriate documentation provided by diagnostician such as a physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker.**

Verification of Citizenship/Eligible Immigrant Status

The HABC must verify citizenship and/or eligible immigration status in accordance with the **“Quality Housing and Work Responsibility Act of 1998”**. To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals, who are neither, may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by

the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HABC hearing is pending.

Citizens of the United States are required to sign a declaration under penalty of perjury. The HABC requires all family members to provide proof of U.S. Citizenship.

The HABC requires at least one of the following original documents:

- United States Birth Certificate
- United States Passport
- Resident Alien (I551)
- Alien Registration Receipt Card (I151)
- Social Security Card

Eligible Immigrants who were participants and 62 years of age or older on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-Citizens with Eligible Immigration Status: must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HABC will verify status through the INS SAVE system.

Non-Citizen Student on Student Visas: are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide: If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

The HABC verifies U.S. Citizenship/Eligible Immigration Status at the time of initial application.

The HABC will not provide assistance to any family prior to verification of at least one member of the family.

Family members added after other members have been verified, the verification occurs at the first re-examination after the new member moves in.

Once verification of Citizenship/Eligible Immigration Status has been completed for any covered program, it need not be repeated except in the case of port-in-families.

Under Portability, if the initial PHA does not supply the required documents, the HABC must conduct the determination.

Extensions of Time to Provide Documents

The HABC will grant an extension **10 days** for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the HABC determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for twenty four months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or local agency

- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- Identification card issued by an employer or trade union
- Earnings statements or payroll stubs
- Bank statements
- IRS form 1099
- Benefit award letter from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgement or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

Social Security Cards are required for all family members age six and older or provide the substitute documentation described above together with their certification that the substitute information is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HABC.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HABC. The applicant/participant or family member will have an additional **five days** to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HABC will grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a medical professional.

J. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

The Housing Authority of Bexar County has established two local preferences as discussed in Chapter Four however; the HABC will give preference to families displaced due to HUD disposition of a project and Homeless families.

Victims of Domestic Violence

Families who claim they are being or have been displaced due to domestic violence:

- Written verification from police, social service agency, court, clergyperson, physician, and/or public or private facility giving shelter and/or counseling to victims. Verification must be obtained (from a landlord or other source) that the abuser still resides at the unit.
- The family must certify that the abuser will not return to the household without the advance written approval of the HABC. The following verification is required:
 - Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment and is unlikely to continue the abuse
 - Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval

Families who claim they have been or are about to be displaced to avoid reprisals for providing information to assist police in a criminal investigation.

- Certification of threat assessment by a law enforcement agency
- Oral or written recommendation from law enforcement agency or HUD
- Families displaced by hate crimes
- Written statement from law enforcement agency, HUD, Fair Housing or other agency responsible for non-discrimination advocacy. Statement should contain approximate number of occurrences and date of last occurrence.
- Displacement by HUD Disposition of a Project
- Displacement by HUD disposition of a project: Written verification from HUD

Homeless Families

The HABC will verify the living conditions of homeless families by requiring written certification from public or private facilities providing shelter such as the police, or a social service agency.

Social Service Agencies include:

- The Battered Women's Shelter
- Samms Shelter
- A transitional Living Facility
- Haven for Hope

Prior to processing the application, the HABC will require a second certification from the same source that the applicant is not yet permanently housed and has been continuously homeless or temporarily housed since claiming the preference.

CHAPTER 8

VOUCHER ISSUANCE AND BRIEFINGS

The HABC's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the HABC will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, the family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration.

A. VOUCHER ISSUANCE

When funding is available, the HABC will issue Vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the HABC stay at 100% (or as close as possible) to lease-up. Therefore, the HABC will maintain monthly reports to determine when applications should be taken, the number of vouchers to be issued based on turnover statistics, and whether or not the HABC should "over-issue". The HABC may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers, which are over-issued, must be honored and only for the purpose of utilizing the maximum ABA (Annual Budget Authority) by the end of the fiscal year.

B. BRIEFING AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in-groups and individually. Families who attend group briefings and still have the need for individual assistance will be referred to the first available staff member. **No family will be turned away or required to make an appointment for individual assistance. The staff of the HABC's Section 8 Program is trained and well informed on policy and procedure.**

Briefings will be conducted in English, and if requested and/or required will be given in Spanish.

The purpose of the briefings is to explain how the program works and the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HABC will not issue a Voucher to a family unless the applicant has attended a briefing. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing or individually briefed. Applicants who fail to attend **two** scheduled briefings will be removed from the application pool and considered an inactive file. The HABC will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packet for the Voucher program will comply with HUD requirements and other information provided by HABC.

The family is provided with the following information and materials:

- “Program Information Sheet” provides a description of the Section 8 Program and the methods used to determine, tenant rent, maximum housing assistance payment, utility allowances, portability, term of lease and rent reasonableness.
- Income Limits
- Payment Standards
- Sample “Housing Voucher” and policy on the term, extension or suspension of the Voucher
- Schedule of Allowances for Tenant-Furnished Utilities and Other Services
- Sample “Housing Choice Voucher Program Housing Assistance Payments Contract Part A”
- Sample “Housing Choice Voucher Program Tenancy Addendum”
- “Dwelling Inspection Report”
- “Request for Approved Tenancy”
- “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard”
- “Owner Certification Form”
- “A Good Place to Live’ (brochure)
- “Protect Your Family From Lead in Your Home (brochure)
- “Are You a Victim of Housing Discrimination”
- “Housing Discrimination Information Form”
- “Housing Discrimination Complaint Form”

- “Tenant Responsibility Form (Family Obligations)”
- A description of “Grounds for Termination of Family Assistance”
- Informal Hearing Procedures
- A list of landlords willing to participate under the Section 8 Program
- A list of neighboring housing agencies to include location, and contact person
- A list of property management organization that own or operate units outside areas of poverty or minority concentration
- The Family Self Sufficiency Program and its advantages
- Procedures for notifying the HABC and/or HUD of programs abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair

Owner Certification

New owners receive a personal invitation and current landlords are notified by newsletter. The briefing covers the responsibilities and roles of the Owner, Housing Authority and Participant.

Interested Landlords who request to sit in on scheduled family briefings to obtain information about the Voucher Program are welcome.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

Families are encouraged to search for housing in non-impacted areas and the HABC will provide assistance to families who wish to do so.

The HABC will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

Every effort will be made to assist Voucher holders locate units free from concentration. Assistance provided is as follows:

- Direct contact with landlords
- Counseling the family
- Providing and/or acquiring information about services in various non-impacted areas
- Meeting with neighborhood groups to promote understanding
- Formal or Informal discussions with Landlords

- Formal or Informal discussions with social service agencies
- Meeting with renter referral companies or agencies
- Meeting with Fair Housing Groups

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

A copy of the HUD 903 is given to applicants in the Briefing Packets and to current participants claiming discrimination.

E. SECURITY DEPOSIT REQUIREMENTS

Leases Effective Prior to October 2, 1995

The amount of Security Deposit, which could have been collected by owners under contracts effective prior to October 2, 1995, is:

- Under the pre-merger Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater.
- For the pre-merger Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed one month's contract rent.

Leases Effective on or after October 2, 1995

Security Deposits charged to families may be any amount the owner requests subject to the following conditions:

- Security Deposits may not exceed those charged to unassisted tenants
- The Maximum prescribed by State or Local Law

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher that represents a contractual agreement between the HABC and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Lease Approval within the sixty-day period.

The HABC does not grant extensions over 60 days unless the family has in their possession a valid completed Request for Lease Approval and due to extenuating circumstances (hospitalization, family emergency, and disability) was unable to submit the Request to the HABC. The Executive Director may allow up to a sixty-day extension if an allocation and funds are available.

The HABC will extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation. If as a reasonable accommodation the family requires an extension in excess of 120 days, it will be at the discretion of the Executive Director provided that documentation supports the family's attempt(s) to locate suitable housing within the 120 day total voucher allocation. (See Sec. 982.303) **AMENDED 08/23/2000**

If the Voucher has expired, and has not been extended by the HABC or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the HABC office to request assistance.

Staff will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by the court, the Executive Management shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children
- Which family member was the head of household when the Voucher was initially issued (listed on the initial application)
- The composition of the new family units, and which unit contains elderly or disabled members
- Whether domestic violence was involved in the breakup
- Which family members remain in the unit
- Recommendations of social service professionals

Documentation of these factors will be the responsibility of the requesting parties.

If the documentation is not provided, the HABC will terminate assistance on the basis of failure to provide information necessary for a re-examination.

H. REMAINING MEMBER OF THE TENANT FAMILY – RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the HABC to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor, or
- The HABC has to have verified that social security services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family unit size.

CHAPTER 9

REQUEST FOR TENANCY APPROVAL, LEASES AND CONTRACT EXECUTION

The HABC's administration of the Section 8 Program is designed to utilize resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The HABC's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the HABC or outside of the HABC's jurisdiction through an interlocal agreement with the San Antonio Housing Authority. Families may relocate outside the County of Bexar after the initial term of the lease through portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HABC

A. REQUEST FOR TENANCY APPROVAL (RFTA)

When the Voucher holder locates a unit which is suitable for their needs, he/she must submit to the HABC within the sixty day voucher limit the following: The Request for Tenancy Approval (RFTA), two copies of the proposed lease, one original lease with two copies but unsigned, the inventory and condition report, owner certification form, and the disclosure of lead based paint.

The family will contact the HABC/Inspection Department for an appointment for verification of documents and inspection scheduling. Both the owner and the Voucher holder must sign all required documents. **The HABC will not permit the family to submit more than one RFTA at a time.**

The HQS Coordinator will review the proposed lease and Request for Tenancy Approval documents to determine whether or not they are approvable. The Request and all other documents will be approved and forwarded to inspection if:

- All documents are signed and completed
- The family's share of rent plus utilities must not exceed 40 percent of the monthly-adjusted income
- The unit is an eligible type of housing
- The proposed rent is reasonable
- The proposed rent is comparable
- The Security Deposit does not exceed one month's contract rent

- The proposed lease complies with HUD requirements
- The landlord is acceptable and there are not conflicts of interest as discussed in the “Owner Disapproval” Section of this Administration Plan.

The Request for Tenancy Approval will be forwarded to the Inspector for completion, if the unit meets Housing Quality Standards, both Landlord and Family are notified in writing of the approved lease date. The documents are then forwarded to the HCV Specialists for Contract Execution.

Disapproval of RFTA

If the HABC determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HABC will instruct the owner and family of what is necessary to approve the Request.

If for any reason the RFTA is disapproved, the HABC will furnish another RFTA form to the family so they may continue to search for eligible housing, providing that there is still time on their Voucher.

B. ELIGIBLE TYPES OF HOUSING

The HABC will approve any of the following types of housing in the Voucher Program:

- All structure types can be utilized
- Manufactured homes where the tenant leases the mobile home and the pad
- Group Homes
- Congregate families (only the shelter rent is assisted)
- Single Room Occupancy
- Units owned (but not subsidized) by the HABC (following HUD-prescribed requirements)

A family can own a rental unit but cannot reside in it while being assisted. A family may lease in and have an interest in a cooperative housing development.

THE HABC MAY NOT PERMIT A VOUCHER HOLDER TO LEASE A UNIT WHICH IS RECEIVING PROJECT BASED SECTION 8 ASSISTANCE OR ANY OTHER DUPLICATE RENTAL SUBSIDIES.

C. LEASE REVIEW

The HABC will review the lease, of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Tenancy.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the HABC to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HABC.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HABC. Separate agreements are not allowed or accepted after contract execution.

The PHA will not approved separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. INITIAL INSPECTIONS

The HABC is required to conduct unit inspections before lease approval and contract execution to insure that the unit is in compliance with the HQS or HUD approved variations. (See Chapter 10).

F. RENT LIMITATIONS

The HABC will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market.

G. DISAPPROVAL OF PROPOSED RENT

When the proposed gross rent is not reasonable, at the family's request; the HABC will negotiate with the owner to reduce the rent to a reasonable rent.

At the family's request, the HABC will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the HABC will process the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, the owner/family must submit a new Request for Approval of Tenancy.

If the owner does not agree on the Rent to Owner after the HABC has tried and failed to negotiate a revised rent, the HABC will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS

The HABC may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 2 for a discussion of the HABC's policies with regard to screening applicant families for program eligibility.

The HABC's policy on providing information to the owner must be included in the family's briefing packet.

The HABC has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. AT or before HABC approval of the tenancy, the HABC must inform the owner that screening and selection for tenancy is the responsibility of the owner. The HABC must also inform the owner or manager of their responsibility to comply with VAWA.

The HABC must provide the owner with the family's current and prior address (as shown in the HABC records); and the name and address (if known to the HABC) of the landlord at the family's current and prior address.

The HABC is permitted, but not required, to offer the owner other information in the HABC possession about the family's tenancy.

The HABC will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

I. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Family Share prior to the effective date of the HAP Contract at admission, the information will be verified and the Total Family Share will be recalculated.

J. CONTRACT EXECUTION PROCESS

Once the HABC has determined that the dwelling has met HQS, the Section 8 Coordinator will prepare the Housing Assistance Contract and lease for execution.

1. Lease will be approved with the following conditions:
 - a. The initial term of the lease must be for a minimum of one (1) year.
 - b. The lease is between the owner and the tenant.
 - c. Lease does not have to start on the first day of the month but tenancy will end the last day of the month.
 - d. Will run concurrently with the HAP contract.
2. Addendum to Lease
 - a. Indicates tenants rent.
 - b. Utility/appliances furnished by owner/tenant.
 - c. Amount of security deposit.
 - d. Eviction procedures.
 - e. States prohibited lease provisions.
 - f. Nullifies disallowed language in the lease.
 - g. Must be signed by both owner and tenant.
3. Housing Assistance Payments Contract/Voucher-Initial/ Abatement
 - a. The Initial/Abated HAP Contract shall be effective date of approved inspection.
 - b. Housing Assistance Payment is between the HABC and the owner.
 - c. The HABC will make every effort to execute all documents not more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

4. Housing Assistance Payments Contract/Voucher

- a. The HAP Contract shall be effective the first day of the month following the expiration date of the HAP contract.
- b. Shall begin at least one year prior to the end of the remaining term of the ACC.
- c. Housing Assistance Payment is between the HABC and the owner.
- d. The HABC will make every effort to execute all documents not more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The Section 8 Coordinator and Housing Counselors are authorized to execute a contract on behalf of the HABC.

Owners must provide the current address of their residence (not a Post Office Box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number, Social Security Number, or Federal Identification Number.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if a management agent manages the property.

The owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The HABC will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

4. The HABC will prepare the following for signature:

- a. One original Lease with two copies.
- b. One original HAP contract with one copy.
- c. One original addendum to lease with two copies.

After written notification to the family, the family must make an appointment to sign the lease, addendum to lease and other pertinent documentation, after the unit passes inspection.

The HABC will execute the HAP contract (Voucher) by Executive Director's signature and distribute all documents accordingly.

CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. The HABC will inspect each unit under contract at least annually. The HABC will also perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the HABC's required standards.

A. GUIDELINES/TYPES OF INSPECTIONS

In accordance with HUD policy, the HABC will inspect all units to ensure that they are in decent, safe and sanitary condition to meet Housing Quality Standards. No unit will be initially placed on the Section 8 Program unless these standards are met. Units must also meet HQS as long as the family is on the program.

There are five types of inspections the HABC will perform:

1. **Initial move-in:** Conducted within 15 days from receipt of the RFAT.
2. **Annual:** Must be conducted within 12 months of the last annual inspection.
3. **Special/Complaint:** At owner's request, family request, or legitimate third party.
4. **Quality Control:** Conducted by the Executive Management.
5. **Move-out:** (for pre 10/2/95 contracts) Damage and vacancy loss claims will be honored.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will consider the inspection inconclusive and notify the tenant and owner (whomever is responsible for the utilities according to the RFAT) to have the utilities turned on. The Inspector will schedule a re-inspection. The owner and tenant will both certify that the utilities are on.

The HABC will allow the stove and refrigerator to be placed in unit after the unit has passed inspection, if the tenant is responsible for supplying these appliances. The family must certify that the appliances are in the unit and working. The HABC will not re-inspect the unit.

B. INITIAL HQS INSPECTION

The HABC will inspect the unit, determine whether the unit satisfies the HQS and notify family and owner of the determination within 15 days after the family and owner have submitted a request for approval of tenancy. The 15-day clock will be suspended during any period when the unit is not available for inspection.

The HABC will include “date unit available for inspection” on the RFAT form. This date will determine whether the HABC will be required to meet the same 15-day requirement or whether the 15-day period will be suspended because the unit is available for inspection until after the 15-day period.

For file audit purposes, the HABC will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFAT.

The HABC will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HABC once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector’s discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to 5 days on re-inspection for repair work to be completed. The owner will be contacted the same day he/she notifies the HABC that the unit is ready for inspection (SEMAP).

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS

The HABC conducts an inspection in accordance with Housing Quality Standards annually, 90 days prior to the next annual inspection due, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies, which cause a unit to fail, unless it is a fail for which the tenant is responsible.

The family must allow the HABC to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only between the hours of 8:00 a.m. and 5:00 p.m.

The HABC will notify the family in writing or by phone at least 24 hours prior to the inspection.

The family and owner are notified 120 days in advance of the pre-scheduled inspection date and time. The family is again reminded at the time of their re-examination. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed prior to the beginning of the next anniversary date.

If the family does not contact the HABC to reschedule the inspection, or if the family misses two inspection appointments, the HABC will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in this Plan. The family is allowed to miss two appointments without violating a family obligation.

Re-inspection: The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

For major repairs, the Executive Director may approve an extension beyond 30 days.

D. MOVE OUT/INSPECTIONS

A move out inspection will be performed only at the landlord's request if a damage claim is to be submitted for contracts effective before 10/02/95.

E. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HABC in writing that the unit does not meet Housing Quality Standards, the HABC will conduct an inspection.

The HABC may also conduct a special inspection based on information from third parties such as neighbors or public officials. The Inspector will check only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized, as annual and all annual procedures will be followed.

F. QUALITY CONTROL INSPECTIONS

The Executive Management will randomly perform Quality Control Inspections. In accordance with SEMAP, a minimum of 5% will be inspected under quality control (73) of the units under the agency's Annual Contributions Contract for Certificates and Vouchers. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months) and a cross-section of neighborhoods.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HABC adheres to the acceptability criteria in the program regulations and local codes with the additions described below:

The HABC has implemented the following policy to ensure that units meet the Interior Air Quality requirements that "the unit must have adequate air circulation". Units that have not been provided air conditioning units or evaporative coolers by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.

Local Codes 24CFR 982.401(1)(4)

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a watertight seal.

Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have a window.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

All exit doors will be required to have a door viewer or window.

Double cylinder locks must be replaced with a single key dead bolt.

All exit doors must have a privacy lock.

Sliding doors must have two working locks.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of baseboards, trim, or sealing for a “finished look.” Vinyl baseboards may be used for kitchens and bathrooms.

Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater, Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

Modifications

Modifications or adaptations to a unit due to disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. The HABC will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

H. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet
- Lack of heat (when outside temperature is below 50 degrees Fahrenheit)

The HABC will give an extension of not more than 12 hours whenever the responsible party cannot be notified or it is impossible to correct the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HABC.

If the emergency repair item(s) are not corrected in the time period required by the HABC, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HABC and it is an HQS breach, which is family obligation, the HABC will terminate the assistance to the family.

Smoke Detectors

Inoperable smoke detectors are a serious health threat and will be treated by the HABC as an emergency (24-hour) fail item.

If the smoke detector is not operating properly the HABC will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The HABC will re-inspect the unit the following day.

If the HABC determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the HABC will re-inspect the unit the following day.

The HABC will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

I. OWNER RESPONSIBILITIES

When a unit fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HABC, the HAP payment will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days depending on the nature of the repair(s) needed.

The HABC will inspect abated units the next working day of the owner's notification that the work has been completed. The owner must notify the family of the re-inspection date and time.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The family is not responsible for the HABC's portion of rent that is abated. The family is responsible to continue to pay their portion of rent to the landlord.

The HABC will grant an extension in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance
- The failed items are minor in nature
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services
- The owner makes a good faith effort to make the repairs
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds
- The repairs must be delayed due to climate conditions

The extension will be made for a period of time not to exceed 30 days. At the end of that time, and at the HABC discretion, if the work is not completed, the HABC will begin the abatement.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HABC if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

J. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

“Normal wear and tear” is defined as items, which could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for repeated violations of the lease. The HABC may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within three days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the HABC will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HABC will terminate assistance to the family, after providing an opportunity for an informal hearing. The Executive Director must approve extensions in these cases. The owner's rent will not be abated for items, which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

CHAPTER 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

The policies in this chapter reflect amendments to HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the “merger date”. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

In accordance with the regulations, for those Section 8 participant families where there is a HAP Contract in effect entered into prior to October 1, 1999, the HABC will continue to uphold the rent calculation methods of the pre-merger Regular Certificate and Voucher tenancies until the 2nd regular reexamination of family income and composition following the “merger date”. However, all new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the Housing Choice Voucher Program.

The HABC will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the HABC’s responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

Rent reasonableness and other factors limit the Rent to Owner. The HABC must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family’s monthly-adjusted income.

During the initial term of the lease, the owner may not raise the rent.

B. HAP PAYMENT TO OWNER

Once the HAP Contract is executed, the HABC begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically/manually to the HAP Register for the following month. Checks are disbursed by the financial department to the owner each month. Owners may pick up checks. Checks will only be disbursed on the 1st and 15th of each month. Checks that are not received will not be replaced until written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the HABC housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the HABC. Owners who do not return excess payments will be subject to penalties as outlined in Chapter 18.

Late Payments to Owners

It is a local business practice for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically five days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the HABC must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The HABC will pay a late fee to the owner for housing assistance payments that are not received by the owner within the first week of the month and only if requested by the owner. The Housing Authority of Bexar County WILL NOT be obligated to pay late payment penalty if:

1. A delay in the receipt of program funds from HUD.
2. Owners failure to report change of address.
3. Owners failure to apprise the HABC of a change in ownership.

The HABC in its efforts to provide efficient customer service, the agency will offer to make automatic monthly HAP deposits into the bank account of the owner. If the owner agrees to such an arrangement with the HABC, the deposit date will be the official date of record and the determining factor in cases involving late payment penalties.

The HABC will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. The agency is prohibited from using other program funds for late payment penalties.

Two Month Window

PHA penalties for late payment are not applicable for the first two calendar months of the HAP contract term.

C. RENT REASONABLENESS DETERMINATIONS

The HABC will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The HABC will not approve a lease until the Inspector determines that the initial rent to owner is a reasonable rent. The HABC must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The HABC must re-determine rent reasonableness if directed by HUD. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HABC.

The owner acknowledges by accepting, each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units. If requested, the owner must give the HABC information on rents charged by the owner for other units. The HABC will only request information on the owner's units elsewhere if the HABC has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparable.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are zip codes, subdivisions, census tracts and neighborhoods. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Maintenance
- Utilities

Rent Reasonableness Methodology

The HABC utilizes a rent reasonableness system, which includes and defines the HUD factors listed above.

The HABC maintains notebooks, which include data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on a quarterly basis.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, the HABC Board of Commissioners implemented a payment standard at 110 percent of the HUD published FMR (effective 2-24-2000). The HABC will review the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the HABC will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless HUD has approved an exception payment standard.

The HABC may implement a higher payment standard for each FMR area (when applicable) within the HABC's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The HABC may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The HABC will not raise Payment Standards solely to make "high end" units available to Voucher holders.

Assisted Families' Rent Burdens

The HABC will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in the HABC's jurisdiction have payment standard amounts that are creating rent burdens for families, the HABC will modify its payment standards for those particular unit sizes. The HABC may establish separate voucher payment standards, within the base range, for designated areas of the HABC's jurisdiction, if determined that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of poverty and low income.

Quality of Units Selected

The HABC will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the HABC may decline to increase the payment standard.

Rent to Owner Increases

The HABC will review a random selection of the units to determine how often owners are increasing rents and the average of increase by bedroom size.

Time to Locate Housing

The HABC allows a 60-day time period (not more than 120 days) for families to lease up under the Voucher program. If more than 50 percent of Voucher holders are unable to locate suitable housing within the term of the voucher due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standards may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the HABC may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HABC will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HABC for at least three years to document any analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, the HABC must use the appropriate payment standard amount to be established by the HABC for the exception area in accordance with regulation 24 CFR 982.503.

To prevent financial hardship for families, and increase housing choice opportunities, the HABC may request approval from the Assistant Secretary of Public and Indian Housing to establish an exception payment standard of above 120 percent of the FMR for the County of Bexar.

G. OWNER PAYMENT IN THE PREMERGER REGULAR CERTIFICATE PROGRAM

HUD regulations relating to owner rent adjustments applicable (Annual Adjustment Factors) to the Regular Tenancy Program will be used until the HAP Contract is no longer effective which will be no later than the second regular re-examination of the family after the merger date.

Owners must request the rent increase on the Request for Continuation. Any increase will be effective the later of (1) the anniversary date of the Contract, (2) at least 60 days after the owner's request is received.

The approval or disapproval decision regarding the adjustment will be used on HUD-required calculations and a rent reasonableness determination. The adjustment may be an increase or a decrease.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract.

CHAPTER 12

RE-EXAMINATIONS

The HABC will re-examine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-examinations and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. Income limits are NOT USED AS A TEST FOR CONTINUED ELIGIBILITY AT RE-EXAMINATION. It is a HUD requirement that families report all changes in household composition.

A. ANNUAL ACTIVITIES

Annual Re-examinations

Families are required to be re-examined at least annually. At the first interim or annual re-examination on or after June 19th, 1995 family member must report and verify their U.S. citizenship/eligible immigrant status.

The HABC will maintain a re-examination tracking system. At least 120 days in advance of the scheduled annual re-examination effective date, the participant(s) will be notified by mail that he/she is required to attend a re-examination interview on a specified date. An application form and a Request for Continuation form will be mailed to the participant for completion. Upon completion of these documents they will keep their appointment dates as pre-scheduled.

The HABC will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Pre-Merger Re-examinations

For all pre-merger tenancies the rent calculation methods will not change until the effective date of the second regular re-examination of family income and composition, following the merger date, unless the family moves or accepts a new lease from the owner.

If there has been an increase in the payment standard prior to the effective date of the first regular re-examination of a pre-merger Voucher following the merger date, the family will receive the benefit of the higher payment standard.

Moves Between Re-examinations

The family can decide to move to another unit at any time after the first year of the term of the lease, if the family has not violated their certificate/voucher, no outstanding debts are owed to any PHA and provided that funding is available.

Completion of Annual Re-examination

The HABC will have all re-examinations for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Persons with Disabilities

The HABC will accommodate persons with disabilities, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The HABC requires that the family complete an application form for re-examination purposes, prior to scheduled interview. The application and income verification will be reviewed and verified by the Housing Counselors.

Requirements to Attend

The head and spouse and all adult members 18 years of age and older are required to attend the re-examination interview. If the head of household is unable to attend the interview, any other adult member may re-examine for the family provided that all other adult members come to the office within 10 working days to complete their annual re-examination obligations.

If the family does not appear for the re-examination interview, and has not rescheduled or made prior arrangements with the HABC, a second appointment will be made for the family.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HABC will send the family notice of termination for failure to fulfill family obligations in accordance with HUD regulations, and advise them of their right to request an informal hearing.

The Executive Director may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required from the Family

The re-examination notice to the family will include instructions for the family to bring in the following documentation along with their Application and Request for Continuation forms:

- Documentation of all assets (if applicable)
- Documentation of any deductions/allowances
- Documentation to support all income sources for all family members 18 years of age and older.

The HABC will follow the verification procedures and guidelines described in this Plan. Verifications for re-examinations must be less than 120 days old.

Change in Family Share

If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of the annual re-examination. If less than thirty-days are remaining the scheduled effective date of the annual re-examination, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re-examination.

If the family causes a delay so that the processing of the re-examination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the re-examination processing by the HABC.

B. REPORTING INTERIM CHANGES

Program participants must report all changes in household composition to the HABC between annual re-examinations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HABC approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HABC will conduct an interim-examination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular re-examination after moving into the unit.

Interim Re-examination Policy

An interim re-examination does not affect the date of the annual re-examination.

An interim re-examination will be scheduled for families with unrealistic or zero income **within 45 days**.

This incentive will only be provided once to any family member.

If the family member leaves the job without good cause after six months, and before the twelve months, the rent will be calculated retroactively to include the employment income.

The HABC will conduct interim re-examinations as follows:

- Families will be required to report increases in income in excess of \$40.00 per month.
- Families will be required to report income from assets within 30 days from the date of the increase.
- Families will be required to report income that comes from a new source.

Participants may report a decrease in income and other changes that would reduce the amount of tenant rent, such as an increase in allowances and/or deductions.

If an administrative calculation error was made at admission or annual re-exam, an interim re-examination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

C. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS (QHWRA)

The HABC will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

- fraud; or
- failure to participate in an economic self-sufficiency program; or
- non-compliance with a work activity requirement

However, the HABC will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

The HABC will notify affected families that they have the right to an informal hearing regarding these requirements.

Cooperation Agreements

The HABC has taken a proactive approach to culminating an effective working relationship with the Texas Department of Human Services for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Section 8 tenant-based assistance families. The HABC and TDHS have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HABC will electronically transmit the required HUD form 50058 to MTCS (Multi Tenant Characteristic System) every last Thursday of the month.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the HABC. If the family disagrees with the rent adjustments, they may request an informal hearing.

Procedures when the Change is Reported in a Timely Manner

The HABC will notify the family and owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
- Decrease in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

The change may be implemented based on documentation provided by the family, pending third party written verification.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to make a lump sum payment.
- Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

E. CONTINUATION OF ASSISTANCE FOR “MIXED FAMILIES”

Under the Non-Citizens Rule, “Mixed Families” are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Non-Citizens Rule was implemented on or after November 29, 1996, and mixed families may receive pro-rated assistance only.

F. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the HABC will terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

CHAPTER 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

HUD regulations permit families to move with continued assistance to another unit within the HABC's jurisdiction, or to a unit outside of the HABC's jurisdiction under Portability. The regulations also allow the HABC to place limitations and/or restrictions on moves within the HABC's jurisdiction and for portability.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated because the HABC has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and family.
- The owner has given the family 30 to 60 day written notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgement or other process allowing the owner to evict the family.
- The family has given a 30 to 60 day written notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within the HABC's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the HABC's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period unless approved at the discretion of the Executive Director.

The HABC will deny permission to move if there is insufficient funding for continued assistance thus creating a financial burden on the agency.

The HABC will deny permission to move if:

- The family has violated a Family Obligation.
- The family has outstanding debts owed to a PHA.
- The family has moved of their assisted unit in violation of the lease.

The Executive Director may make exceptions to these restrictions if there is emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been re-examined within the last 12 months, due to an agency error, the HABC will issue the voucher to move after conducting the re-examination.

If the family does not locate a new unit, they may remain in the current unit so long as HABC and the owner permits. The owner and tenant are required to complete and submit a “request for tenancy approval”.

If the family locates a new unit, the family will be required to submit another “request for approval of tenancy,” and two leases. This means another re-examination will be conducted and a new inspection date will be scheduled.

The annual re-examination date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family’s responsibility to give the owner and the HABC proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HABC simultaneously.

For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the HABC.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless prior notice was given to end a lease midmonth. Assistance will start on the new unit on the first of the following month.

D. PORTABILITY

Portability applies to families moving out or into the HABC’s jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the HABC's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the HABC's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the HABC will choose the receiving PHA.

Restrictions on Portability

Applicants

If neither the head or spouse had a domicile (legal residence) in the HABC's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the HABC approves such move.

Upon initial issuance of a voucher the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

- The receiving and initial PHA agree to allow the move.
- The family's move relates to an opportunity for education, job training or employment.

F. INCOMING PORTABILITY

Absorption or Administration

The HABC will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the HABC. The term of the voucher will not expire before the expiration date of any eligible unit to the receiving PHA (HABC) during the term of the receiving PHA (HABC) voucher. The receiving PHA (HABC) may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease-up in the HABC's jurisdiction, they must contact the initial PHA.

Incoming portable vouchers may be absorbed at the discretion of Executive Director.

The HABC will administer the Initial PHA's Voucher under the receiving (HABC) policies and procedures.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving PHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The HABC will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition, which would change the Voucher size, the HABC, will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables

As the receiving PHA, the HABC will conduct a re-examination interview, but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HABC's jurisdiction, the HABC will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the Family submits a Request for Approval of Tenancy, it will be processed by HABC's policies. If the Family does not submit a Request for Approval of Tenancy or does not execute a lease, the initial PHA will be notified within 10 working days by the HABC.

If the Family leases up successfully, the HABC will notify the Initial PHA within 10 working days and the billing process will commence.

The HABC will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the HABC denies assistance to the family, the HABC will notify the initial PHA within 10 days and the family will be offered a review or hearing.

The HABC will notify the Family of its responsibility to contact the initial PHA if the Family wishes to move outside of the HABC's jurisdiction under continued portability.

Regular Program Functions

The HABC will perform all program functions applicable the tenant-based assistance program, such as:

- Annual re-examination of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the HABC.

Terminations

The HABC will notify the initial PHA in writing of any termination of assistance within 30 days of the termination. If an informal hearing is required and requested by the Family, the hearing will be conducted by the HABC, using the hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the initial PHA notifies the HABC that the Family is in arrears or the Family has refused to sign a Payment Agreement; the HABC will terminate assistance to the family.

Required Documents

As receiving PHA, the HABC will require the documents listed on the HUD Portability Billing Form from the initial PHA.

Billing Procedures

As receiving PHA, the HABC will bill the initial PHA the first of each month for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the initial PHA.

The HABC will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

The HABC will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the HABC of changes in the Administrative Fee amount to be billed.

CHAPTER 14

CONTRACT TERMINATIONS

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA that defines the responsibilities of both parties. The term of the HAP Contract is the same as the term of the lease. The HABC or the owner may terminate the Contract between the owner and the HABC.

A. CONTRACT TERMINATION

The agency may deny or terminate assistance (HAP contract) for the following reasons:

- Families who are guilty of program abuse or fraud in any federal housing assistance program.
- Families who have violated one of their family obligations as listed on the certificate or voucher.
- Families must pay their outstanding balance prior to the issuance of a voucher or execution of a HAP Contract (they will be allowed to remain in their current unit under their same contract).
- Families whose total tenant payment is sufficient to pay the full gross rent and 180 days (6 months) have elapsed since the HABC's last HAP payment on their behalf.
- Families whose appropriate members do not provide their Social Security information and documentation within the time required and specified by the HABC.
- Landlord had committed fraud or misrepresentation in connection with the Section 8 Program.
- If the owner is the parent, child, grandparent, sister or brother of any member of the family.
- Owners failure to correct HQS items.

No future subsidy payments on behalf of the family will be made by the HABC to the owner after the month in which the Contract is terminated. The owner must reimburse the HABC for any subsidies paid for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HABC for vacancy loss under the provisions of Certificate HAP contracts effective October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit will begin the first of the following month of move out from the old unit.

Income limits are not a consideration for termination of assistance once the family is under lease.

B. TERMINATION BY THE FAMILY: MOVES

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
- Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310).

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The HABC requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HABC's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HABC will continue to make housing assistance payments to the owner until the owner has obtained a court judgement or other process allowing the owner to evict the tenant.

The HABC will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the HABC with the documentation, including notice of the lockout date.

The HABC must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HABC, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the HABC has no other grounds for termination of assistance, the HABC may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY PHA

The term of the HAP contract terminates, when the lease terminates, when the HABC terminates program assistance for the family, and when the owner has breached the HAP contract.

The HABC may also terminate the contract if:

- The HABC terminates assistance to the family.
- The family is required to move from a unit when the subsidy is too big for the family size (pre-merger Certificate Program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition (Certificate and Voucher Programs).
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Termination of Pre-Merger Certificate HAPS

The HABC must terminate program assistance under any outstanding HAP contract for a regular tenancy under the pre-merger certificate program at the effective date of the second regular re-examination of family income and composition on or after the merger date. At such termination of assistance, the HAP contract will automatically terminate. The HABC will give the owner and family at least 120 days written notice of such termination. The HABC will offer the family the opportunity for continued tenant-based assistance under the voucher program.

Notice of Termination

When the HABC terminates the HAP contract for HQS violations, or space standards, the HABC will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the HABC gives such notice to the owner.

CHAPTER 15

DENIAL OR TERMINATION OF ASSISTANCE

The HABC may deny or terminate assistance for a family because of action or inaction by the family. The agency provides families with a written description of the Family Obligations under the program, the grounds under which the HABC can deny or terminate assistance, and the informal hearing procedures.

A. GROUND FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the HABC will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HABC waiting list
- Denying a voucher or withdrawing a certificate or voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The HABC will deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HABC required consent forms for obtaining information.
- If no member of the family is an U.S. citizen or eligible immigrant.
- If the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the HABC's last housing assistance payment was made.
- Deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

- If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, the HABC will deny admission for 5 years after the eviction occurred.
- Terminate program assistance for a family evicted from housing assisted under the program for a serious violation of the lease.
- Deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.
- Deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance

The HABC will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551.
- Any member of the family has ever been evicted from public housing.
- A PHA has terminated assistance under the program for any member of the family.
- If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The HABC will prescribe the terms of the agreement.
- The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family fails to fulfill its obligation under the Section 8 welfare-to-work voucher program.
- The family has engaged in/or threatened abusive or violent behavior toward HABC personnel. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language that is used to insult or intimidate, may be cause for termination or denial.
- Oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

- Actual physical abuse or violence will always be cause for termination.
- Prohibit Admission of any household that includes a person subject to a lifetime registration under a State Sex Offender Program (must verify with State/Local agencies who are required to furnish information to PHAS).
- The PHA may terminate for violent or drug related criminal activity regardless of whether the family member has been arrested or convicted.
- Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents. Crime by Family Member (See One Strike policy section below).
- If any member of the family commits drug-related criminal activity, or violent criminal activity. (See One Strike policy below and 982.553 of the regulations)
- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HABC (including a HABC employee or a HABC contractor, subcontractor, or agent).

B. “ONE STRIKE” POLICY

The HABC policy is designed to:

- Help create and maintain a safe and drug-free community
- Keep our program participants free from the threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sexual orientation or other legally protected groups.

To the maximum extent possible, the HABC will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy is posted in the lobby and copies made readily available to applicants and participants upon request.

Screening of Applicants

Drug related activity is defined as the “illegal manufacture, sale distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance”. Drug related criminal activity relates to on or near the premises.

Violent criminal activity is defined as “criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and being engaged in by any family member”.

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, the HABC will screen all applicants thoroughly and fairly as possible for drug-related and violent criminal behavior. This action is in accordance with PIH notice 96-27 and 96-16. Such screening will apply to any member of the household who is 18 years of age or older.

The HABC will deny participation in the program to applicants and terminate assistance to participants in cases where the HABC determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the HABC determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The HABC will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous six-month period.

“Engaged in or engaging in” violent criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which resulted in the arrest and/or conviction of the applicant or participant, household members, or guests.

Any family member is engaging in the activity.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the HABC may give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Termination of Assistance for Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug-Related Activity:

Persons evicted from public housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

- Evicted from a unit under the Housing Act of 1937 due to violent criminal activity within the last three years that resulted in a conviction, prior to the date of the certification interview.

Participants will be terminated who have been:

- Evicted from a unit assisted under the Housing Act of 1937, due to drug-related or violent criminal activity within the last year of participation, that resulted in a conviction, prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HABC will terminate assistance.

In appropriate cases, the HABC may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, the HABC may consider individual circumstances with the advice of Juvenile Court officials.

Termination of Assistance for Participants

If the family violates the lease for drug-related or violent criminal activity, the HABC will terminate assistance.

In appropriate cases, the HABC may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, the agency may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where the HABC decides to terminate assistance to the family, the agency will give the family written notice which states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The family will have ten (10) business days from receipt of the certified letter by which to request an informal hearing.

The HABC will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance.

Required Evidence

***Preponderance of evidence* is defines as evidence which is greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.**

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The HABC will pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The HABC will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to upper Section 8 management for screening and determining eligibility for initial and continued assistance.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

C. FAMILY OBLIGATIONS

The family must supply any information that the HABC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by the HABC or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow the HABC to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violations of the lease.

The family must notify the owner and, at the same time, notify the HABC before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give the HABC a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by the HABC. The family must promptly inform the HABC of the birth, adoption or court-awarded custody of a child. The family must request HABC approval to add any other family member as an occupant of the unit.

The family must promptly notify the HABC if any family member no longer resides in the unit.

If the HABC has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HABC approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family and approved by the owner. The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by the HABC to verify that the family is living in the unit, or relating to family absence from the unit, including any HABC requested information or certification on the purposes of family absences. The family must cooperate with the HABC for this purpose. The family must promptly notify the HABC of absence from the unit.

The family must not own or have any interest in the unit.

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

The members of the family may not engage in drug-related criminal activity or violent criminal activity. (See One Strike policy)

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State, or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HABC has discretion to consider all of the circumstances in each case, including the seriousness of the case. The HABC the length of time since the violation occurred and review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

Enforcing Family Obligations

HQS Breach

The Executive Manager will determine if an HQS breach is identified in 24 CFR 982.404(b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Executive Director based on the recommendation of the Executive Manager and Housing Inspector.

Lease Violations

The following criteria will be used to decide if a serious or reported violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HABC determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the HABC.
- Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify the HABC of an eviction within three days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The HABC will deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing
- Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations
- Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program
- Persons who commit drug-related criminal activity or violent criminal activity
- Persons who do not meet the HABC's definition of family
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- Persons who currently owe rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

- Persons who have engaged in or threatened abusive or violent behavior toward HABC personnel

Family Member Moves Out

Families are required to notify the HABC if any family member leaves the assisted household. When the family notifies the agency, they must furnish the following information:

- The date the family member moved out
- The new address, if known, of the family member
- A statement as to whether the family member is temporarily or permanently absent

Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HABC determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the HABC determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether s/he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud

In each case, the HABC will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

False citizenship claims

D. PROCEDURES FOR NON-CITIZENS

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HABC must offer the family an opportunity for a hearing. (See “Eligibility for Admission” chapter, section on Citizenship/Eligible Immigration Status)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the HABC has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HABC will not give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The HABC will then verify eligible status, deny, terminate, or prorate as applicable.

The HABC will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HABC either after the INS appeal or in lieu of the INS appeal.

After the HABC has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO (\$0) ASSISTANCE TENANCIES

HAP Contracts Prior to 10/2/95

For contracts, which were effective prior to 10/2/95, the HABC is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HABC must perform all of the functions normally required, such as re-examinations and inspections.

The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

In order for a family to move to another unit during the 12 months, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

HAP Contracts on or after 10/2/95

For contracts effective on or after 10/2/95, the HABC has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HABC will resume assistance payments for the family. In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. TERMINATION DUE TO MISREPRESENTATION

If the family has misrepresented any facts that caused the HABC to overpay assistance, the HABC may choose not to terminate and may offer to continue assistance provided that the family reimburse the HABC in full prior to the next scheduled re-examination.

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HABC will deny or terminate assistance.

In making this determination, the HABC will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the HABC to fulfill its responsibilities. The HABC schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allows the HABC to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HABC, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the agency to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings

- Housing Quality Standards and Inspections
- Re-examinations
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

Procedure when Appointments are missed or Information not provided

For most purposes in this Plan, the family will be given two appointments before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach
- The notice will not be rescinded even if the family offers to cure the breach
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

CHAPTER 16

OWNERS

INTRODUCTION

It is the policy of the HABC to recruit owners to participate in the Voucher program. Owners are provided with prompt professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HABC. HUD regulations define when the HABC must disallow an owner participation in the program, and they provide the agency discretion to disapprove or otherwise restrict the participation of owners in certain categories.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HABC will disapprove the owner for the following reasons:

- HUD or any other agency directly related has informed the HABC that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HABC that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such actions pending.
- HUD has informed the HABC that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The HABC will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the owner and tenant bear the same last name, the HABC at its discretion, require the family and owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any criminal activity.

- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents or employees of the HABC or of owner employees or other person engaged in management of the housing.
 - Threatens the health or safety, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Is drug-related criminal activity or violent criminal activity;
- The owner has not paid State or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the HABC restricts the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HABC also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HABC review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease.

The HABC approve the assignment of the HAP contract at the old owner's request. The HABC deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The HABC process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer

of title, recorded deed and the Employee Identification Number or Social Security Number of the new owner.

The agency must receive a written request by the old owner in order to change the HAP payee and address to which payments will be sent.

If the new owner does not want an assignment of the contract, the HABC will terminate the contract with the old owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

CHAPTER 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

(For HAP Contracts Effective Before October 2, 1995)

Housing Assistance Payments Contracts that became effective prior to October 2, 1995 have provisions for the HABC's liability to owners when families move out. Vouchers and Certificates have a provision for damages, vacancy loss and unearned HAP.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HABC establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HABC will ascertain whether or not the family gave proper notice of intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HABC will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the agency for claims paid on their behalf.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HABC will not reimburse the owner for any claims under these agreements.

C. DAMAGES

Unpaid Tenant Damages is defined as "two months contract rent minus the security deposit".

Prior to October 2, 1995, security deposits equaled \$50.00 or 30% of the family's monthly-adjusted income, whichever is greater.

All claims for the actual bills or for materials and labor and a copy of the cancelled checks must support damages or other receipts documenting payment.

Invoices or bills from individuals providing labor must include their name, address and telephone number.

The landlord may not bill him/her for labor since that is not considered by the HABC to be an “actual cost.” However, the actual cost of the owner’s employees’ labor, such as the resident manager, to make repairs may be included.

D. VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

Vacancy loss is defined as 80% of one month contract rent and payable as follows:

- At 80%
- Expiration of the lease or
- Re-rented date whichever comes first

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- Notify the HABC within 2 calendar days upon learning of the vacancy, or prospective vacancy, and pursue all possible activities to fill the vacancy.

If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting is not paid.

E. MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by the Housing Inspector.

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

The HABC’s initial inspection of the unit will include a “conditions” report that will be compared to the conditions found during the move-out inspection.

The owner must notify the HABC of the move-out and request an inspection within 24 hours of learning of the move-out in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.

In the event that the HABC is unable to inspect within two days, the owner will be permitted to use date-stamped photographs to substantiate the claim.

F. PROCESSING CLAIMS

The HABC reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

The HABC will offer the family 10 working days from the date of the notification letter to contest the claim. If the family disputes the claim, the HABC will schedule an informal meeting with the owner and tenant in order to resolve the differences.

- If the owner fails to attend the meeting, the HABC will consider this evidence of validity of the tenant's position.
- If the tenant fails to attend the meeting, the HABC will proceed with its original determination.
- Meetings will not be rescheduled if neither party attends.

After a determination has been made, the HABC will notify the family in writing of the decision. If it has been determined that the family owes money, the HABC will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HABC as required.

Other Requirements for Claims Processing

The agency will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed.

No claims will be paid for a unit, which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

CHAPTER 18

OWNER OR FAMILY DEBTS OWED TO HABC

It is the policy of the HABC to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against the family or owner, the file must contain documentation to support the HABC's claim that the debt is owed. The HABC will make every effort to collect any debts owed this agency. A variety of collection tools will be used to recover any debts including but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reduction in HAP to owner
- Collection agencies
- Credit bureaus

A. **PAYMENT AGREEMENT FOR FAMILIES**

A Payment Agreement may be used on occasion by this agency for persons who owe a debt to the HABC. It contains the nature of the debt; the term of the agreement and any special provision the HABC sees necessary to utilize in the event of a default of the agreement.

Payment agreements will be executed between the HABC and the Head Tenant and Co-Tenant.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40% of the family's monthly adjusted income.

Example:

- Family's monthly adjusted income is \$1230.00.
- Family's monthly rent payment is \$369.00 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.00.
- The monthly payment of the repayment agreement should not exceed \$123.00 per month (\$369.00 monthly rent + \$123.00 repayment = \$492.00, 40% of the family's monthly adjusted income.)

The HABC will only accept payments by money order, or cashier's check.

The agreement will be in default and considered delinquent if not paid by the end of the month and the family will be sent a termination notice for non-compliance. Termination will proceed unless the full amount of the debt owed is paid within 5 days of the termination notice.

The HABC will not enter into a payment agreement under the following circumstances:

- If the family already has a Payment Agreement in place.
- If the family commits program fraud.

Late Payments

A payment will be considered to be in arrears if:

- The payment has not been received by the close of business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

Program participants will not be allowed to move with continued assistance until all debts are paid in full.

If a family owes an amount that equals or exceeds \$1,500.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HABC will refer the case for criminal prosecution.

B. OWNER DEBTS

If the HABC determines that the owner has retained Housing Assistance or Claim payments the owner is not entitled to, the HABC will reclaim the amounts from future Housing Assistance Payments through other units under contract.

If future Housing Assistance are insufficient to reclaim the amounts owed, the HABC will:

- Enter into a Payment Agreement with the owner for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

C. WRITING OFF DEBTS

Debts will be written off if:

- The debtor is deceased and if estate has no value

CHAPTER 19

COMPLAINTS AND APPEALS POLICY & PROCEDURES

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of a PHA. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HABC ensures that all families have the benefit of all protections due to them under the law the hearing procedures are provided in the briefing packets.

A. COMPLAINTS TO THE PHA

The HABC will promptly respond to complaints from families, owners, employees and members of the public. All complaints must be in writing and all complaints are documented.

When a family disagrees with an action or inaction of the HABC, or owner, the individual will be advised to provide a written complaint to the Executive Management for review and resolution. If the complaint cannot be resolved at that level, it will be referred to the Executive Director for closure.

If an owner disagrees with an action or inaction of the HABC or a program participant, the individual will be advised to provide a written complaint to the Executive Management for review and resolution. If the complaint cannot be resolved, it will be referred to the Executive Director for closure.

Complaints from the general public

Complaints or referral from persons in the community in regard to the HABC or a program participant are forwarded to the Executive Manager. If not resolved at that level, will be referred to the Executive Director.

B. PREFERENCE DENIALS

When the HABC denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting to discuss the reasons for the denial and to dispute the HABC's decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

The HABC must provide applicants with the opportunity for an Informal Review of decisions denying Qualification for preference, placement on the waiting list, Issuance of a Voucher and participation in the program. Reviews are provided for applicants who are denied eligibility from becoming program participants. The exception is that when an applicant is denied

assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

Upon determination of ineligibility, the family will be notified of their ineligibility in writing by certified mail within thirty (30) calendar days from the date of the determination. The notice will contain the reason(s) for denial and provide the applicant with the opportunity to request an informal review if the applicant does not agree the decision of the HABC.

The applicant will be required to request the Informal Review in writing within 5 days from the receipt of the denial letter and received by the HABC by the end of the 5th business day.

The person who made or approved the decision under review may not conduct the Informal Review. The review will be conducted by the Executive Director or by a member of the Board of Commissioners.

The applicant will be given the option of presenting oral or written objection to the decision. Both the applicant and the agency may present evidence and witnesses. The applicant may use an attorney or other representative to assist them at their own expense.

A notice of the Review decision will be provided in writing 15 business days after the review. It will include an explanation of the reasons for the decision.

All requests for review, supporting documentation and results will be retained in the applicant's file.

Informal Reviews are not required for established policies and procedures and HABC's determinations such as:

- Discretionary administrative determinations by the HABC
- General policy issues or class grievances
- A determination of the family unit size under the HABC subsidy standards
- Refusal to extend or suspend a Voucher
- A HABC's determination not to grant approval of a tenancy
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

D. INFORMAL HEARING GUIDELINES AND PROCEDURES

The HABC shall give a participant in the Section 8 Housing Assistance Payments Programs, an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations, and HABC's Administrative Plan in the following cases:

1. A determination of the amount of the total tenant payment or tenant rent (not to include determinations of the HABC's Schedule of Utility Allowances).

2. A decision to deny or terminate assistance on behalf of the participant.
3. In the case of an assisted family which wants to move to another dwelling unit with continued participation, the determination of the number of bedrooms entered on the Housing Voucher under the standards (Occupancy Policy) established by the HABC.
4. Determination that pre-merger Certificate Program family is under-occupied in their current unit and a request for exception is denied.
5. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
6. Determination to pay an owner a claim for damages unpaid rent or vacancy loss.

The HABC must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearing is not required for established policies and procedures and HABC's determination such as:

1. To review the HABC's determination that a unit does not comply with the HABC's HQS established in accordance with HUD, that the owner has failed to maintain or operate a contracted unit to provide decent, safe and sanitary housing in accordance with HQS (including all services, maintenance and utilities required under the lease), or that the contract unit is not decent, safe and sanitary because of an increase in family size or a change in family composition.
2. To review a decision by the HABC to exercise any remedy against the owner under an outstanding contract, including the termination of housing assistance payments to the owner.
3. To review the HABC's decision not to approve a family's request for an extension of the term of the housing voucher issued to an assisted family which wants to move to another dwelling with continued participation in the Section 8 Program.
4. Discretionary administrative determinations by the HABC
5. General Policy issues or class grievances

The HABC will give the family prompt notice of such determinations as follows:

- The proposed action or decision of the HABC;
- The date of the proposed action or decision will take place;
- The family right to an explanation of the basis for the HABC's decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- To whom the hearing request should be addressed;
- A copy of the HABC's hearing procedures.

Notification of Hearing

It is the HABC's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HABC will ensure

that applicants and participants will receive all of the protections and rights afforded by the law and regulations.

Upon receipt of the informal hearing request, the HABC will schedule the informal hearing within fifteen (15) business days. The notification of the hearing will contain:

- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- The right to review any documents or evidence in the possession of the agency upon which the HABC based the proposed action, and, at the family's expense to obtain a copy of such documents prior to the hearing. Requests for such documents must be received no later than 5 days prior to the hearing date.

Hearing Procedures

The program participant may reschedule only upon showing "good cause" which is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

If the family does not appear at the scheduled time, and did not make arrangements in advance, the HABC will automatically proceed with the informal hearing, make a determination on the grounds inaction by the family and terminate the assistance.

Families have the right to:

- Present written or oral objections to the HABC's determination;
- Examine the documents in the file, which are the basis for the HABC's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that the HABC be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

In no case will the family or family representative(s) be allowed to remove the family file from the HABC's office.

In addition to other rights contained in this Chapter, the HABC has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;

- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Executive Director (Hearing Officer) who must not be the person who made or approved the decision.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of the evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HABC hearing is pending but assistance to an applicant may be delayed pending the HABC hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HABC will notify the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HABC either in lieu of or subsequent to the INS appeal.

The request for an HABC hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HABC will:

- Deny the applicant family;
- Defer termination if the family is a participant and qualifies for deferral;
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the HABC will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- Families denied or terminated for fraud in connection with non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the HABC is termination assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Mitigating circumstances are defined as:

- a.) A person with a cognitive disorder may not have understood the requirement to report increases in income;
- b.) A person may not understand the need to make regular repayments on a promissory note;
- c.) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

CHAPTER 20

SPECIAL HOUSING TYPES 24 CFR 982.601

The HABC will permit the use of special housing types not to exceed 5% of the Authority's total allocation.

Special Housing Types will also be permitted when requested as a reasonable accommodation for person with a disability.

Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HABC describing how the special housing type requested provides the accommodation of which the person is in need. The Executive Manager will review the request and documentation. A written response stating approval or disapproval will be sent to the applicant/participant within 5 working days of receipt of the request.

A copy of the HABC's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approved by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M – Special Housing Types.

A. SINGLE ROOM OCCUPANCY (24 CFR 982.602, 603, 604)

The HABC will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO.

SRO Rent and Housing Assistance Payment

Pre-Merger Regular Certificate Program

The payment standard for SRO housing is 75% of the zero bedroom FMR.

Voucher Program

The HABC SRO payment standard is 75% of the zero bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75% of the HUD approved zero bedroom exception standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75% of the zero bedroom utility allowance.

Housing Quality Standards

The HABC will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SRO's as regulated in 24 CFR 982.605.

B. CONGREGATE HOUSING ACT (24 CFR 982.606, 607)

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HABC will approve live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero bedroom payment standard on the HABC payment standard schedule.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

Housing Quality Standards

The HABC will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

C. GROUP HOMES (24 CFR 982.610, 611, 612, 613)

A group home must be licensed, certified or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HABC, a live-in aide may reside with a person with disabilities.

The HABC must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The HABC will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract

There will be a separate HAP contract and lease for each person living in a group home. For a group home the term “pro-rata portion” means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HABC approved live-in aide.

Group Home Rent and HAP Contract

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the HABC will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is zero bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the HABC payment standard schedule for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

The HABC will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

D. SHARED HOUSING (24 CFR 982.615)

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The HABC may approve a live-in aide to reside with a family in order to care for a person with a disability. The HABC must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the HABC. However, housing assistance may not be paid on behalf of an owner. The HABC will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term “pro-rata portion” means the ratio derived by the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the “Owner Rents, Rent Reasonableness, and Payment Standards” chapter.

Maximum Subsidy

The payment standard for a family that resides in shared housing will be the lower of the payment HABC payment standard schedule for the family unit size, or the pro-rata portion of the payment standard for the shared housing unit size.

If the HABC approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

The HABC will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

E. COOPERATIVE HOUSING (24 CFR 982.619)

The HABC will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families the HABC will not approve assistance for a family in cooperative housing until the agency has determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The HABC may approve live-in aide to reside with the family to care for a person with disabilities. The HABC will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If the HABC approves a live-in aide the live-in aide will be counted when determining the family unit size.

Housing Quality Standards

The HABC will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

F. MANUFACTURED HOMES (24 CFR 982.602, 621, 622)

The HABC will permit a family to lease a manufactured home and space with assistance under the program. The HABC will not provide assistance for a family that owns the manufactured home and leases only the space.

The HABC may approve a live-in aide to reside with a family to care for a person with disabilities. The HABC will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the HABC approves a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards

A manufactured home must meet all the HQS requirements outlined in the “Housing Quality Standards and Inspections” chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 HOUSING CHOICE VOUCHER ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES											Date: 	
Locality: Housing Authority of Bexar County						Unit Type: <input type="checkbox"/> Single Family Home <input type="checkbox"/> Duplex or Tri/Quadriplex <input type="checkbox"/> Inside City Limit <input type="checkbox"/> Outside City Limit						
UTILITY SERVICES		MONTHLY DOLLAR ALLOWANCES										
		0-BR	1-BR	2-BR	3-BR	4-BR	5-BR					
HEATING: Natural Gas Bottle Gas Oil/Electric		10.00	11.00	14.00	17.00	21.00	26.00					
		14.00	15.00	17.00	20.00	28.00	30.00					
		15.00	16.00	20.00	26.00	32.00	37.00					
COOKING: Natural Gas Bottle Gas Oil/Electric		4.00	4.00	5.00	7.00	8.00	9.00					
		6.00	6.00	7.00	9.00	10.00	12.00					
		6.00	6.00	8.00	10.00	12.00	14.00					
OTHER ELECTRIC LIGHTING REFRIGERATOR, ETC.		19.00	21.00	27.00	31.00	35.00	39.00					
AIR CONDITIONING		18.00	21.00	28.00	35.00	45.00	53.00					
WATER HEATING: Natural Gas Bottle Gas Oil/Electric		9.00	10.00	13.00	16.00	20.00	24.00					
		12.00	12.00	16.00	20.00	23.00	27.00					
		13.00	14.00	18.00	21.00	25.00	32.00					
WATER-BEXAR MET		16.00	16.00	24.00	30.00	35.00	41.00					
WATER-SAWS <i>INSIDE CITY LIMIT</i> <i>OUTSIDE CITY LIMIT</i>		10.00	10.00	13.00	16.00	18.00	23.00					
		12.00	12.00	16.00	19.00	23.00	27.00					
SEWER-SAWS <i>INSIDE CITY LIMIT</i> <i>OUTSIDE CITY LIMIT</i>		13.00	13.00	17.00	20.00	25.00	29.00					
		15.00	15.00	21.00	24.00	28.00	33.00					
TRASH COLLECTION		19.00	19.00	19.00	19.00	19.00	19.00					
RANGE		5.00	5.00	5.00	5.00	5.00	5.00					
REFRIGERATOR/ <small>AVERAGE TOTAL ALLOWANCE</small>		5.00	5.00	5.00	5.00	5.00	5.00					
NAME OF FAMILY:						UTILITY SERVICE		PER MONTH				
ADDRESS OF UNIT:						Heating \$						
						Air Conditioning \$						
						Cooking \$						
						Other Electric \$						
						Water Heating \$						
						Water \$						
						Sewer \$						
						Trash Collection \$						
						Range \$						
						Refrigerator \$						
Other (Specify) \$												
NUMBER OF BEDROOMS:		1	2	3	4	5	TOTAL: \$					

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 HOUSING CHOICE VOUCHER ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES											Date:	
Locality: Housing Authority of Bexar County							Unit Type: Apartment/Mobile Home					
UTILITY SERVICES							MONTHLY DOLLAR ALLOWANCES					
							0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING: Natural Gas Bottle Gas Oil/Electric							9.00	10.00	12.00	17.00	20.00	24.00
							12.00	13.00	17.00	20.00	25.00	28.00
							12.00	13.00	19.00	23.00	27.00	31.00
COOKING: Natural Gas Bottle Gas Oil/Electric							4.00	4.00	5.00	7.00	8.00	9.00
							6.00	6.00	7.00	9.00	10.00	12.00
							6.00	6.00	8.00	10.00	12.00	14.00
OTHER ELECTRIC LIGHTING REFRIGERATOR, ETC.							16.00	18.00	24.00	27.00	32.00	35.00
AIR CONDITIONING							15.00	16.00	23.00	30.00	38.00	44.00
WATER HEATING: Natural Gas Bottle Gas Oil/Electric							9.00	10.00	13.00	16.00	20.00	24.00
							12.00	12.00	16.00	19.00	23.00	27.00
							12.00	13.00	17.00	20.00	23.00	30.00
WATER- BEXAR MET							16.00	16.00	22.00	28.00	33.00	39.00
WATER-SAWS <i>INSIDE CITY LIMIT</i> <i>OUTSIDE CITY LIMIT</i>							10.00	10.00	12.00	14.00	17.00	21.00
							12.00	12.00	15.00	17.00	20.00	24.00
SEWER-SAWS <i>INSIDE CITY LIMIT</i> <i>OUTSIDE CITY LIMIT</i>							13.00	13.00	17.00	20.00	25.00	29.00
							15.00	15.00	21.00	24.00	28.00	33.00
TRASH COLLECTION							19.00	19.00	19.00	19.00	19.00	19.00
RANGE							5.00	5.00	5.00	5.00	5.00	5.00
REFRIGERATOR/ <small>AVERAGE TOTAL ALLOWANCE</small>							5.00	5.00	5.00	5.00	5.00	5.00
NAME OF FAMILY:							UTILITY SERVICE				PER MONTH	
							Heating				\$	
ADDRESS OF UNIT:							Air Conditioning				\$	
							Cooking				\$	
							Other Electric				\$	
							Water Heating				\$	
							Water				\$	
							Sewer				\$	
							Trash Collection				\$	
							Range				\$	
							Refrigerator				\$	
NUMBER OF BEDROOMS:							Other (Specify)				\$	
							TOTAL:				\$	
1	2	3	4	5								

PROGRAM INTEGRITY
FRAUD PREVENTION POLICY
FOR THE
HOUSING AUTHORITY OF BEXAR COUNTY

Adopted by the Housing Authority of Bexar County Board of Commissioners on JULY 20, 2000, and is hereby incorporated into the Administrative Plan and will be administered in accordance with the provisions set forth by the U.S. Department of Urban Development as stated in 24 CFR 792.101 to 792.204 and 982.54.

C. PROGRAM ABUSE AND FRAUD DETECTION

The Agency staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at completion of all subsequent re-examinations, the Executive Manager will review the files prior to computer data input. Such reviews will include:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or birth dates.
- Authenticity of file documentation.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- Allegations received by the agency wherein unreported income sources are disclosed.

D. ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

Allegations, complaints and tips will be carefully evaluated in order to determine if they warrant a follow-up. The Executive Manager will only review allegations that contain one or more independently verifiable facts.

A file review will be conducted to determine:

- If the subject of the allegation is a client of the HABC and if so, to determine whether or not the information reported to the agency was previously disclosed by the family.
- A determination of whom is the most appropriate authority to follow-up (police or social services).

At the conclusion of the preliminary file review, an investigation is warranted, the Executive Manager will initiate the investigation to determine the validity of the allegation.

E. INVESTIGATION OF ALLEGATIONS

If the HABC determines that an allegation or referral warrants a follow-up, the Executive Manager conducts the investigation. The particular steps to be taken depend upon the nature of the allegation and may include, but not limited to the items listed below. In all cases, the HABC will secure the written authorization from the program participant for the release of information.

- **Credit Bureau Inquiries.** A CBI inquiry may be made to determine if there is financial activity that conflicts with the income reported by the family.
- **Verification of Credit.** In cases where the financial activity conflicts with file data.
- **Employers and Ex-Employers.** To verify wages which may have been previously undisclosed or misreported.
- **Neighbors/Witness.** Direct knowledge of facts pertaining to the agency's review.
- **Other Agencies.** Investigators, caseworkers, representatives of other benefit agencies.
- **Public Records.** If relevant, public records, such as, real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact that results in an overpayment of rental assistance, the HABC will initiate termination of assistance and notify the participant of their right to request an informal hearing.

The following action or inaction is considered willful intent:

- An admission by the participant of the misrepresentation.
- If a false name or social security numbers was used.
- If there were admissions to other illegal actions or omissions.
- That the participant omitted material facts that were known to him/her (failure to report income sources or additional household member (s)).
- Falsification, forgery, or altered documents.
- The participant certified to statements that were verified to be false.

Once the HABC has established that material non-compliance and serious violations have occurred, a case conference will be scheduled with the family head of household, prior to any proposed action by the agency. The basis of the case conference is to provide the participant with an opportunity to explain any document findings, which conflict with representations in the family's file. The family will be given five (5) days to furnish any mitigating circumstances.

Prior to the final determination, by the agency will consider:

- The duration of the violation and number of false statements
- The family's ability to understand program rules and regulations.
- The family's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent has been established.

In the event that criminal intent has been established, the HABC will refer the case to the local state, or district attorney, and notify HUD Inspector General's Office and terminate rental assistance and eligibility.

Notification to Participant of Proposed Action. The HABC will notify the Family of the final determination and proposed action no later than five (5) days after the case conference, by certified mail.

J. OVERPAYMENTS TO OWNERS

If the Landlord has been overpaid as a result of fraud, misrepresentation or violation of the HAP contract, the owner will be debited from other existing accounts to repay the HABC. If there are no other accounts to debit, the HABC will seek other means of restitution.

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Bexar County

PHA Code: TX452

PHA Fiscal Year Beginning: July 1, 2011

Board Resolution Number: 11-007

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

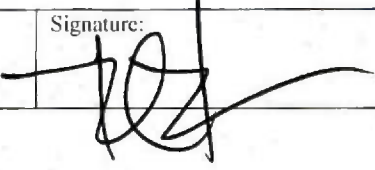
- ☒ Operating Budget approved by Board resolution on: 06/16/2011
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Rudy Rodriguez	Signature: 	Date: 06/16/2011
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Housing Authority of Bexar County, Texas
Operating Budget
Fiscal Year Ending 06/30/2012

TX 452 001 023J ACC No. FW-1403		Original X NO. of Units 30	Revision No. Unit Months 360		
ACCT NO.	Description	Budget FYE 2010	ACTUAL 06/30/10	Requested Budget FYE 2012	Comments
	<u>Revenue:</u>				
703	Dwelling Rent	85,000	96,513	100,000	
704.1	Tenant Revenue	3,000	30,814	3,300	
704.2	Excess Utility			-	
	Total 704	3,000	-	3,300	
	Total Tenant Revenue	88,000	127,327	103,300	
706	HUD PHA Grants	32,000	133,297	23,320	
711	Investment Income	4,000	1,417	4,400	
715.1	Other Income	100	2	110	
715.2	Other Income-CFP 208	-	10	-	
	Total Other Income	4,100	1,429	4,510	
700	Total Revenue	124,100	262,053	136,510	
	<u>Expenses:</u>				
911	Administrative Salaries	12,000	14027	15,000	
912	Audit Fees	2,500	2876	3,000	
915	Employee Benefit Contributions	2,550	1501	2,800	
916.1	Legal Costs		242	250	
916.2	Travel/Training	1,000	450	1,100	
916.3	Accounting Fees	1,500	1000	1,650	
916.4	Contract Costs-Office Rent	11,180	358	12,000	
916.5	Sundry	1,000	6680	1,100	
	Total Administration 916	14,680	8,730	16,100	
	Total Administration	31,730	27,134	36,900	
	<u>Tenant Services:</u>				
921	Tenant Services-Salaries		87	-	
923	Employee Benefit Contributions			-	
924	Tenant Services- Other	3,200	4433	4,800	Housing
	Total Tenant Services	3,200	4,433	4,800	Associations
	<u>Utilities:</u>				
931	Water		693	700	
932	Electricity		915	1,000	
933	Gas				

Housing Authority of Bexar County, Texas
Operating Budget
Fiscal Year Ending 06/30/2012

TX 452 001 023J ACC No. FW-1403		Original X NO. of Units 30	Revision No. Unit Months 360		
ACCT NO.	Description	Budget FYE 2010	ACTUAL 06/30/10	Requested Budget FYE 2012	Comments
938	Other-Sewer				
	Total Utilities				
	Total this page	34,930	31,567	41,700	
	Balance Forward - Revenue	124,100	262,053	136,510	
	Balance Forward - Expenses	34,930	31,567	41,700	
	Ordinary Maintenance & Operations				
941	Maintenance - Labor	30,000	13,764	33,000	
942	Maintenance - Materials - Other	6,000	4,133	6,000	
942	Maintenance - Contract Cost	28,000	20,482	30,800	
945	Employee Benefit Contributions	7,800	2,884	3,000	
	Total Ordinarm Maintenance	71,800	41,263	72,800	
	Prtective Services:				
952	Protective Services - Contract	-	266	-	
	General Expense:				
961	Insurance Premiums	8,500	9,538	9,600	
963	Payments in Lieu of Taxes			-	
964	Bad Debts - Tenants Accounts	2,000		2,200	
	Total General Expense	10,500	9,538	10,500	
	Total Routine Operating Expense	117,230	82,368	125,000	
	Other:				
971	Extra Ordinary Maintenance		27,881	-	Non
914	Accrued Compensated Absences				Budget Item
	Total Expenses:		27,881	-	
1000	Excess (Deficiency) of Operating				
	Revenue Before Depreciation	6,870	151,804	11,510	

HOUSING AUTHORITY OF BEXAR COUNTY
ADMINISTRATIVE FEES
SECTION 8-HOUSING CHOICE VOUCHER PROGRAM
7/1/11-6/30/12

	ACCOUNT DESCRIPTION	BUDGET
	REVENUE	
	Administrative Fees	\$ 1,080,000
	Utilize Unrestricted Net Assets	\$ 150,000
	TOTAL	\$ 1,230,000.00
	EXPENSES	
4110	911 Administrative Salaries	\$ 411,000
4110.2	911 Bonuses	8,000
4130	917 Legal	60,000
4140	Staff Training	18,000
4150	918 Travel	250
4150	918.1 Travel-Local-Mileage	200
4150.2	918.2 Travel-Out of Town	10,000
4170.1	913.1 Computer Services	30,200
4171	912 Audit Fees	50,000
4180	916.4 Office Rent & Utilities/Contract	142,000
4182.1	915.1 Social Security	41,085
4182.2	915.2 Retirement	25,000
4182.3	915.3 Group Insurance	85,300
4182.4	915.4 Unemployment Insurance	4,000
4182.5	915.5 Life Insurance	800
4182.6	915.6 Trustee's Fees-Retirement Plan	3,500
4190.01	916.1 Office Supplies	53,700
4190.03	916.3 Postage	23,000
4190.05	916.5 Payroll Services	2,200
4190.07	916.7 Printing	1,600
4190.08	914 Advertising and Marketing	3,800
4190.10	916.10 Messenger Services	550
4190.12	916.12 Membership Dues	7,000
4190.13	916.13 Telephone	18,500
4190.14	919 Alarm Monitoring	1,000
4190.16	916.16 Copier Lease Contract	2,300
4190.17	916.17 Forms And Office Supplies	13,400
4190.18	916.18 Miscellaneous Sundry Expenses	21,933
4190.19	916.19 Administrative Contracts	12,900
4190.20	919 Sundry-Inspection Vehicle	4,300
4190.6	919 Gasoline-Inspection Vehicle	5,000
4190.7	919 Lease Expense-Inspection Vehicle	9,600
1475.1	1400.9 Furniture,equipment, & machinery-administration	5,000

HOUSING AUTHORITY OF BEXAR COUNTY
ADMINISTRATIVE FEES
SECTION 8-HOUSING CHOICE VOUCHER PROGRAM
7/1/11-6/30/12

4510.03	961.03 Insurance Automobile	1,000
4510.04	961.04 Insurance-Workers Comprehensive	5,100
4510.05	961.05 Insurance-Public Officials Liability	2,000
4510.09	961.09 Insurance-Fidelity Bond	1,100
	TOTAL	\$ 1,084,318
		\$ 145,682

HOUSING AUTHORITY OF BEXAR COUNTY SECTION 8 HOMEOWNERSHIP PROGRAM

EXECUTIVE SUMMARY

The Housing Authority of Bexar County will offer Section 8 Home Ownership to eligible participants in the Section 8 Housing Voucher Program including participants with portable vouchers in accordance with the Department of Housing and Urban Development (HUD) federal regulations (final rule dated 9-12-2000). A goal of this agency is to expand affordable housing opportunities for low-income families in our community. The ability for participants to utilize their Section 8 housing assistance towards homeownership should prove to be a key resource in purchasing a home and strengthening the fabric of our neighborhoods. The Section 8 Homeownership Program is a collaborative effort between the mortgage lender, Fannie Mae and the HABC and all participants must comply with all partners' requirements.



Helping Families Find Direction



I. GENERAL PROVISIONS

Homeownership assistance offers a new option for families that receive Section 8 tenant based assistance. As with other special housing types, HUD does not provide any additional or separate funding for homeownership. By law, homeownership under section 8 may only be provided for families receiving tenant-based assistance (42 U.S.C. 1437f(y)(1)). Integral to the tenant-based nature of the housing choice voucher program is the freedom-of-choice afforded to the participant family, regardless of whether the voucher is used for rental or homeownership assistance. The Housing Authority of Bexar County will not reduce the family's choice by limiting the use of homeownership assistance to particular units, neighborhoods, developers, or lenders. The Housing Authority of Bexar County has elected to offer qualified families participation in the Section 8 Housing Choice Voucher Program to participate in homeownership. Participation also includes participants holding a portable voucher. At inception, the HABC will recruit 1.40% or (25) qualified participants for homeownership. Disabled families shall not be subject to the 1.40% limit. Families under Self Sufficiency shall receive priority for participation in the homeownership program.

II. INITIAL ELIGIBILITY REQUIREMENTS **(982.626)**

Prior to commencement of Homeownership assistance for a family, the HABC must determine that the that all of the following initial requirements have been satisfied:

- The family is qualified to receive homeownership assistance in accordance with 24 CFR 982.627;
- The unit is eligible;
- The family has satisfactorily completed pre-assistance homeownership counseling.
- HABC must require the purchaser to obtain and maintain flood insurance for dwellings in special flood hazard areas in addition to requiring notification to the purchaser of dwelling in airport runway clear zones and airfield clear zones.

III. OUTREACH

The Housing Authority of Bexar County's Section 8 Homeownership Program will be marketed to recipients of the Section 8 rental program. The agency will share program guidelines and requirements with other Housing agencies so that they may also offer Section 8 Homeownership to Section 8 participants under their agencies administration.

IV. ELIGIBILITY CRITERIA **(982.627)**

Qualified participants may freely choose whether to continue with their rental assistance or request homeownership assistance. Briefings packets contain information on the homeownership option, which explains the program is voluntary and limited to families who are eligible under terms expressed in the HABC's Section 8 Administrative Plan.

- A family must meet the Section 8 Program requirements prior to homeownership participation;
- A family must have received section 8 rental assistance for a minimum of one year and;
- Must be a participant that has not violated any Section 8 program requirements) and;
- Not have a history of criminal activity (drug related or violent criminal activity) and is not a convicted felon and;
- Must not have any outstanding debts owed to the HABC or any another Public Housing Agency.
- Family must satisfy the minimum income requirements.

- Family must satisfy employment requirements.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- No family member, borrower or co-borrower has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

V. INCOME REQUIREMENTS

- The family must be income eligible in accordance with 24 CFR Section 5.609.
- The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family, will have sufficient income to pay homeownership and other family expenses not covered by the Section 8 subsidy.
- The household gross monthly income must at least be two times the amount of the current voucher payment standard.
- With the exclusion of disabled families, the total adult household income must not be less than the federal minimum hourly wage multiplied by 2000 hours (currently \$10,300.00). For disabled families, the qualified annual income of the adult family members must not be less than monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by 12 (currently \$6,624.00). The Housing Authority will include as income any income allowed under the Section 8 Assistance Program, including benefits, in calculating total tenant payment and monthly housing assistance payments.
- The Family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership and is currently employed on a full-time basis (not less than 30 hours); has been continuously employed (one year or more) prior to commencement of homeownership assistance.
- The employment criteria do not apply to an elderly or disabled family (head or spouse).
- The HABC must grant an exemption from the employment requirement if the HABC determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
- The minimum income requirement will only be applied to determine initial qualification to purchase a particular home, and is a continuing requirement. This policy gives assurance to the family and to a potential mortgage lender, that the stream of homeownership assistance payments will not be disrupted due to a decrease in family income.
- In the event the family becomes unemployed after the purchase of the home, the family will have six months to seek and find employment. A six month extension may be granted dependant upon the circumstances. The family must submit evidence of job placement assistance from the Texas Workforce Commission or other employment agencies.
- The income counted in meeting the minimum income requirement under the Section 8 Homeownership Program must come from sources other than welfare assistance; (this requirement does not apply to elderly or disabled)
- Welfare assistance will be counted in determining minimum income only for families which satisfy the statutory definition of an elderly or disabled family (head or spouse.)
- Lenders will conform to income requirements as specified under FHA regulations and policies.

VI. ELIGIBLE UNITS

(982.628)

The HABC will determine that the units selected satisfies all of the following requirements:

- The unit is eligible.
- The unit is either under construction or already existing at the time the HABC determined that the family was eligible for homeownership assistance to purchase the unit.
- The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit has been inspected by the HABC and by an independent inspector designated by the family
- The unit meets Housing Quality Standards.

Disapproval of Seller - The HABC will commence homeownership assistance for occupancy of a home if the HABC has determined or been informed by HUD that the seller of the home is debarred or suspended from HUD or subject to a limited denial of participation.

VII. TIME ALLOTTED FOR SEARCH AND PURCHASE
(982.629)

- The family will be given 180 days from the time the HABC issues the Housing Choice Voucher for homeownership in which to find a home, secure financing and close on the purchase and the Voucher may be extended over the 180 days at the discretion of the Executive Director.
- The HABC will require periodic reports on the family's progress.
- The family will not lose rental assistance, if it fails to find a home within the 180 days.
- The HABC may rescind the homeownership program for the family if it fails to execute the closing within the required time frame.

VIII. INITIAL DOWN PAYMENT REQUIREMENTS

- The HABC requires a minimum of \$500.00 or 1% of assets; whichever is greater, as a down payment by the participating family.
- 5% may come from cash assistance or family contribution or any source approved under FHA or Fannie Mae underwriting guideline.
- Funding from federal, state or local funds is not prohibited.

IX. INSPECTIONS AND CONTRACT OF SALE (Purchase Agreement)
(982.631)

- Homeownership assistance will not commence until the HABC has conducted an inspection of the unit and has determined that the unit meets Housing Quality Standards (HQS). The HABC has elected to conduct HQS inspection on an annual basis for 2 years after purchase, and on an as needed basis if a homeowner is experiencing problems maintaining their home.
- The Family must hire an independent, professional inspector paid for by the family, to perform a visual inspection and produce a written report of the condition of the property for the buyer. The family selects the professional home inspector and the family must select only a contractor that fits within normal professional standards; for example; a licensed contractor, architect or certified single-family home inspector. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and heating systems. The HABC must not require the family to use an independent inspector selected by the HABC.

- A copy of the inspection report must be provided to the HABC and the family to discuss the results of the inspection. The family and HABC must determine if any pre-purchase repairs are necessary. Repairs not completed at the time of purchase may be escrowed.

Financing and Purchasing Requirements – First National Bank has been identified as a Fannie Mae lender with experience in lending in special housing markets. The HABC will not however, directly or indirectly reduce housing choice for a family and a family may contact any lender it wishes as long as that lender has been approved by Fannie Mae. It is the responsibility of the family to secure its own financing for the home purchase from a lender approved by Fannie Mae.

- List of Lenders approved by Fannie Mae for Section 8 Homeownership:

First National Bank

- All regular lender underwriting and property inspection requirements will apply

- The HABC will make assistance payments directly to the lender.
- Borrowers with Section 8 assistance may use this rental assistance to help them qualify for a mortgage.
- First National Bank has indicated their interest in a partnership with HABC in assisting recipients of Section 8 Mortgage Subsidies to finance their own home.
- This assistance may be applied directly against their mortgage payments, therefore allowing the borrower to qualify for a higher first mortgage. The borrowers would then qualify on the remaining payment after the Section 8 is applied. By underwriting this way, the family will have other sources of income for other bills, living expenses and the amount of the remaining mortgage payment after the Section 8 assistance reduction has been applied.
- Lenders must consider public assistance, employment, or other income allowed in the Section 8 rental assistance program as income for the Section 8 Homeownership program. Lenders must consider these sources of income when qualifying a family for a house payment.
- Section 8 Housing Assistance itself may be used as a direct reduction or "buy down" of the house payment and not as a source of income.
- There is no prohibition against using local or state or other subsidized financing in conjunction with the Section 8 Homeownership Program.
- The HABC may review lender qualifications and the loan terms before authorizing homeownership assistance.
- The HABC may disapprove proposed financing, refinancing or other debt if the HABC determines that the debt is unaffordable.

X. OWNERSHIP COUNSELING **(982.630)**

It is mandatory for Section 8 Homeownership candidates to attend and satisfactorily complete a pre-assistance homeownership and housing counseling program. The HABC will provide homeownership counseling through Our Casas Resident Council, a HUD approved counseling agency. Our Casas Resident Council will provide housing counseling at no cost to the family or the Housing Authority.

Required topics for housing counseling include but are not limited to:

- Homebuyer Education workshop;
- Home maintenance (including care of the grounds);

- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available;
- How to find a home, including information about homeownership opportunities, schools and transportation;
- The advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing lending and local fair housing enforcement agencies and;
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.),

In order to insure a successful homeownership program and prevent mortgage defaults, the HABC will initially require on-going counseling. It will be at the discretion of the HABC whether the family should continue on going counseling.

XI. CONTINUED ASSISTANCE; FAMILY OBLIGATIONS (982.633)

- Homeownership assistance will only be paid by the HABC while the owner (family) is residing in the home. If the owner (family) moves out of the home, the HABC will not continue homeownership assistance after the month when the family moves out.

The Family must comply with the following obligations:

- Ongoing counseling on an as needed basis;
- Compliance with mortgage;
- Prohibition against conveyance or transfer of home;
- Supplying required information in accordance with HUD regulations 982.551;
- Notice of Move-out;
- Notice of mortgage default;
- Prohibition on ownership interest on second residence.

Statement of Homeowner obligations – Prior to homeownership assistance, the family must execute a statement a “statement of family obligations” in the form prescribed by HUD.

XII. MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE (982.634)

- The maximum HABC Section 8 Homeownership assistance is dependant on the duration of the mortgage. There is a maximum term limit of 15 years if the initial mortgage incurred is 20 years or more, and for all other cases the maximum term of Section 8 Homeownership assistance is 10 years. In the case of a family determined to be elderly or disabled at the start of homeownership assistance, no maximum term of Section 8 Homeownership assistance applies. If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date Homeownership assistance commenced. Such families will be given six (6) months of

homeownership after the maximum term becomes applicable provided that the family is otherwise eligible for homeownership assistance.

Assistance for different homes or PHA's. – A family who has received such assistance for different homes or PHA's the total of such assistance terms is subject to the maximum of fifteen years.

NOTE: Section 8 funding is subject to appropriations, the HABC cannot guarantee that assistance will be available for fifteen years.

XIII. AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT
(982.635)

The HABC pays the monthly homeownership assistance payment on behalf of the family that is **equal to the lower of:**

- The payment standard minus the total tenant payment; or
- The family's monthly homeownership expenses minus the total tenant payment

The payment standard for the family is the **lower of:**

- The payment standard for the family size; or
- The payment standard for the size of the home.
- The housing assistance payments will be made directly to the lender at the beginning of each month, unless funding is late or has been suspended by the funding source (U.S. Department of Housing and Urban Development)
- Each homeownership participant is required to open an account with the lender that will allow for withdrawal of the participants portion of the payment to be drawn down within the lenders required time frame. The lender will combine the HABC housing assistance payment and the participant's portion of the payment for a total mortgage payment.

Homeownership Expenses- homeownership expenses are considered to be the amount paid by the family For the following:

- Principle
- Interest;
- Taxes;
- Insurance (PITI); and
- The HABC utility allowance standard and if needed the mortgage insurance premium expenses.

VX. PORTABILITY
(982.636)

- A family may qualify to move outside the initial Public Housing Agency's (HABC) jurisdiction with continued homeownership assistance under the voucher program if the receiving Public Housing Agency is approving units under the Section 8 Homeownership Program.

XV. MOVE WITH CONTINUED TENANT-BASED ASSISTANCE

(982.637)

- A family may move to a new unit with continued tenant-based assistance in accordance with this section.
- The family may move with voucher rental assistance or voucher homeownership assistance.
- The HABC will not commence continued tenant-based assistance for occupancy of a new unit so long as any family member owns interest or title in the prior home.
- The HABC will deny permission to move with continued rental assistance or homeownership assistance if the HABC determines that it does not have sufficient funding to provide continued assistance.
- At any time the HABC may deny permission to move with continued rental or homeownership assistance.
- The HABC will only allow one move within a 5-year period under rental or homeownership assistance, in accordance with 982.552 including policies addressed in the Administrative Plan.

XVI. DENIAL OR TERMINATION OF ASSISTANCE

(982.638)

- At any time the HABC may deny or terminate homeownership assistance in accordance with 982.552
- Crime by family members;
- Failure to comply with family obligations;
- Mortgage default;



MEMORANDUM OF AGREEMENT

BEXAR COUNTY HOUSING AUTHORITY and the TEXAS DEPARTMENT OF HUMAN SERVICES, REGION 8 OFFICES IN BEXAR COUNTY

This document serves as a Memorandum of Agreement between the Bexar County Housing Authority and the Texas Department of Human Services, Region 8 Office in Bexar County.

PURPOSE

The purpose of this Agreement is to establish a formal ongoing cooperative and mutually beneficial relationship between the two agencies insofar as it relates to planning and implementation of programs that serve their mutual clients.

GENERAL PROVISIONS

Nothing in this Agreement is intended to negate or otherwise render ineffective any provisions of law and regulation, which govern their respective activities. If at any time either agency is unable to perform its functions under this Agreement consistent with such agency's statutory and regulatory mandates, the affected agency shall immediately provide written notice to the other agency to establish a date for mutual resolution of the conflict.

AGREEMENT

It is agreed by both agencies to:

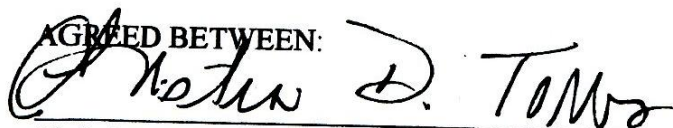
1. Target public assistance benefits and services to families receiving assistance to achieve self-sufficiency through training and work development programs.
2. Coordinate resources and referral to clients regarding services available from each agency.
3. Provide written verification concerning welfare benefits for Section 8 applicants and participants.
4. Identify and resolve barriers to coordination.
5. Engage in joint case management for mutual clients as appropriate.
6. Participate actively in workgroups, advisory and/or planning activities, and



AMENDMENT OR CANCELLATION

This MOA may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon thirty (30) days written notice except, where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement), it may be cancelled upon delivery of written notice to the other party.

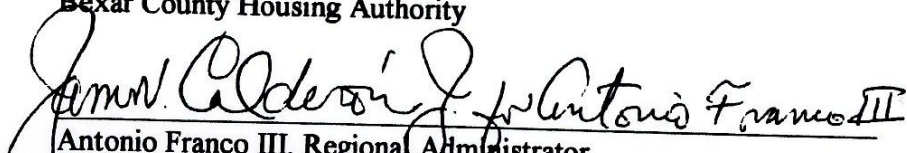
AGREED BETWEEN:



Christine D. Torres, Executive Director
Bexar County Housing Authority



Date



Antonio Franco III, Regional Administrator
Region 8, Texas Department of Human Services

7-14-00

Date

MEMORANDUM OF UNDERSTANDING

Between

**Alamo Community College District
Community Education Centers**

And

Housing Authority of Bexar County

MEMORANDUM OF UNDERSTANDING

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF BEXAR)

The ALAMO COMMUNITY COLLEGE DISTRICT (herein called the "ACCD") and Housing Authority of Bexar County (herein called the "HABC") enter the following contract and for the terms of which WITNESS THE FOLLOWING:

PURPOSE: The purpose of this agreement is to facilitate the cooperation between the ACCD and HABC in the provision of post-secondary educational access and opportunities via the ACCD Community Education Centers. The ACCD Community Education Centers will serve as an access, outreach, recruitment, and assessment center for the colleges of the Alamo Community College District: Northwest Vista College, Palo Alto College, St. Philip's College, and San Antonio College.

TARGET POPULATION: The ACCD Community Education Centers will provide college enrollment information to prospective community college students. These will include, but not be limited to re-entry adults, veterans, GED/ABE/ESL students, high school drop-outs, high school graduates, high school students, and clients participating in a public assistance program.

ALAMO COMMUNITY COLLEGE DISTRICT (ACCD) RESPONSIBILITIES:

1. Provide the opportunity for individuals listed as Target Population to seek assistance and services provided by the ACCD Community Education Centers.
2. Designate an administrator to maintain continuing liaison with the HABC administrator assigned to this project.
3. Facilitate enrollment processing, conduct placement testing, prepare and process financial aid applications, and provide information on registration, academic programs, and careers.
4. Provide college catalogs, schedules, and brochures to prospective community college students.

HOUSING AUTHORITY OF BEXAR COUNTY (HABC) RESPONSIBILITIES:

1. Promote services available through the ACCD Community Education Centers to individuals identified in the "Target Population" that are currently participating in housing assistance programs under HABC.
2. Provide ACCD Community Education Centers personnel access to the individuals described in the "Target Population" for the purpose of presenting on the services available through the Centers.

3. Utilize the ACCD Community Education Centers as a one-stop facility for preliminary college enrollment. Refer individuals identified in the "Target Population" to the ACCD Community Education Centers in order to facilitate enrollment processing, conduct placement testing, process financial aid applications, provide information on registration, academic programs, and careers.

Both parties agree:

- a. to make no distinction among students covered by this Agreement, on the basis of race, color, sex, creed, age, disability or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, disability or national origin include but are not limited to the following: Denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different, or is provided in a different manner or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a student or potential student differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.
- b. to comply with all applicable provisions of the Family Educational and Privacy Rights Act 20 USC §1232g.
- c. in all cases, to comply with all federal, state, and local laws applicable to this Agreement.
- d. have in place and abide by a policy prohibiting sexual harassment.
- e. **Meet and Confer Requirement:** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

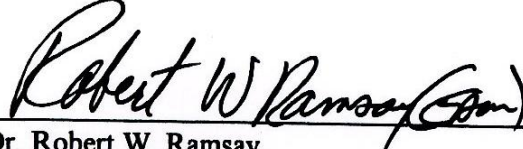
EFFECTIVE DATE AND TERMINATION: This Memorandum of Understanding (MOU) shall become effective upon approval and signature by authorized representatives of HABC and the Chancellor of the ACCD.

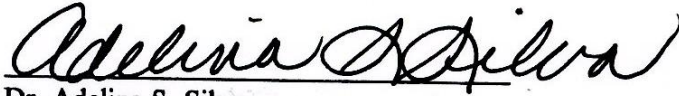
This MOU may be amended by mutual written agreement of both parties by issuing an Addendum to this Memorandum of Understanding.

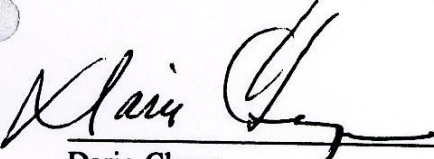
The ACCD and HABC reserve the right to terminate this agreement upon service of written notice to the other party ninety (90) days prior to the date of termination.


To the extent allowed by the laws of ~~the State of Texas~~, ACCD does hereby agree to indemnify and hold harmless HABC, its agents, servants and employees, from and against any and all claims, debts, from either (1) claimed or actual defects in premises owned or controlled by ACCD, its agents, servants, or employees, in the performance of this agreement. To the extent allowed by the laws of the State of Texas, HABC shall indemnify and hold harmless the ACCD, its agents, servants and employees, from and against any and all claims, debts, from either (1) claimed or actual defects in premises owned or controlled by HABC and used in the performance of this agreement; or (2) any acts or omissions of HABC, its agents, servants, or employees, in the performance of this agreement. The provisions of this section shall neither constitute a waiver of any governmental immunity available to HABC and ACCD under Texas law, nor a waiver of any defenses of the parties under Texas law. The provisions of this section are solely for the benefit of HABC and ACCD and not intended to grant any rights, contractual or otherwise, in any other person or entity.

EXECUTED IN TWO (2) original counterparts on this 5th day of December, 2001.


Dr. Robert W. Ramsay
Chancellor
Alamo Community College District


Dr. Adelina S. Silva
Vice Chancellor
Student and Community Program Development
Alamo Community College District


Dario Chapa
Chairperson
Housing Authority of Bexar County


Christine D. Torres
Executive Director
Housing Authority of Bexar County

MEMORANDUM OF UNDERSTANDING BETWEEN

Project *QUEST*, Inc.
And
Housing Authority of Bexar County

GENERAL: Project *QUEST*, Inc. is dedicated to the provision of employment and training services which include: basic skills training, life skills training, occupational skills training and a comprehensive case management component. In addition, *QUEST* provides job placement and retention services to the multi-barriered economically disadvantaged residents in San Antonio. The Housing Authority of Bexar County (HABC) is dedicated to maintaining affordable housing for the citizens of our community. The HABC works to advance the community of the County of Bexar by creating a safe neighborhood, by collaborating with individuals and organizations to provide housing, education, and employment opportunities for families of very low income, and by assisting residents to become self-sufficient and improve their quality of life. In addition, to treat all citizens with the highest level of professionalism, compassion and respect.

The Memorandum of Understanding will be effect during the period of October 1, 2001 through October 1, 2003.

Project *QUEST*, Inc. and the HABC through the mutual desire and recognizing the critical need to provide quality employment and training services to the Bexar County community, agree to collaborate in order to improve the educational skills of Project *QUEST* participants and agree to the following arrangements:

Project *QUEST*, Inc. agrees to:

1. Conduct participant assessments;
2. Provide eligible applicants/participants occupational, life and workbased skills training;
3. Provide eligible applicants/participants job development and placement assistance;
4. Provide eligible applicants/participants comprehensive case management;
5. Refer participants to the HABC as it responds to the needs of the individual;
6. Make available to the HABC results of the program; and
7. Communicate with the HABC staff regarding attendance or non-attendance by the Project *QUEST*, Inc.

Housing Authority of Bexar County agrees to:

1. Make referrals to the Project *QUEST*, Inc. program;
2. Work in collaboration with the Project *QUEST*, Inc. program to further services to the HABC residents;
3. The HABC will allow Project *QUEST*, Inc. staff to make presentations to clients and staff regarding program specifics in an effort to assist in recruitment;
4. The HABC will meet with Project *QUEST*, Inc. staff on a regular basis, in order to assist in developing referral procedures for qualified individuals to access services provided by both participating agencies.

This letter of Agreement may be terminated by either of the parties, when conditions indicate inefficient or ineffective use of resources and provided written notice is given 30 days prior to the proposed termination date.

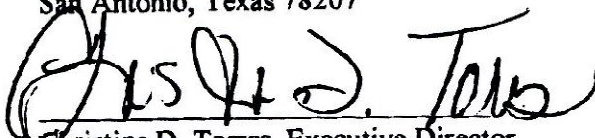
Project QUEST, INC. and the Housing Authority of Bexar County (HABC) enter into this Memorandum of Understanding on this October 1, 2001.



Mary Peña, Executive Director
Project QUEST, Inc.
301 S. Frio, Suite 400
San Antonio, Texas 78207

October 15, 2001

Date



Christine D. Torres, Executive Director
Housing Authority of Bexar County
301 S. Frio, Suite 290
San Antonio, Texas 78295-1300

10-4-2001

Date

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Housing Authority of Bexar County

Program/Activity Receiving Federal Grant Funding

Low Rent Operating Subsidy

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Fred A. Valenzuela

Title

Interim Executive Director

Signature

Date

06/16/2011

X

form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Housing Authority of Bexar County

Program/Activity Receiving Federal Grant Funding

Section 8 Housing Assistance Payments Program/ Low Rent Public Housing (Scattered Site)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

ALFRED A. VALENZUELA**INTERIM EXECUTIVE DIRECTOR**

Signature

Date (mm/dd/yyyy)

6/16/2011

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> N/A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Housing and Urban Development			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Alfred A. Valenzuela Title: Interim Executive Director Telephone No.: (210) 225-0071 Date: 6/16/2011		
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Garza/Gonzalez & Associates

CERTIFIED PUBLIC ACCOUNTANTS

HOUSING AUTHORITY OF BEXAR COUNTY

San Antonio, Texas

FINANCIAL STATEMENTS AND AUDITORS' REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND OMB CIRCULAR A-133

Year Ended June 30, 2010

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HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

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FINANCIAL SECTION

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CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Commissioners
Housing Authority of
Bexar County
San Antonio, Texas

We have audited the accompanying financial statements of the business-type activities, each major fund, and the aggregate remaining fund information of the Housing Authority of the Bexar County (Authority) as of and for the year ended June 30, 2010, which collectively comprise the Housing Authority of Bexar County's basic financial statements as listed in the table of contents. These basic financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

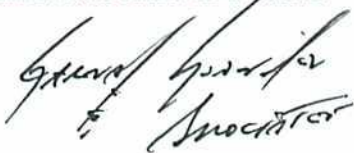
In our opinion, the basic financial statements referred to above, present fairly, in all material respects, the respective financial position of the business-type activities, each major fund, and the aggregate remaining fund information of the Authority, as of June 30, 2010, and the respective changes in financial position and the cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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In accordance with *Government Auditing Standards*, we have also issued a report dated May 16, 2011 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

The Management's Discussion and Analysis on pages 3 to 8 is not a required part of the basic financial statements, but is supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of the Authority, taken as a whole. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements of the Authority. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and is not a required part of the basic financial statements of the Authority. The supplementary information and schedule of expenditures of federal awards have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.



The signature is a cursive, handwritten name, likely "James H. Smith", followed by the word "Auditor" written in a similar cursive style.

May 16, 2011

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HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT’S DISCUSSION AND ANALYSIS (MD&A)

The Housing Authority of Bexar County (“the Authority”) Management’s Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the Authority’s financial activity, (c) identify changes in the Authority’s financial position, and (d) identify individual fund issues or concerns.

Since the Management’s Discussion and Analysis is designed to focus on the current year’s activities, resulting changes and currently know facts, please read it in conjunction with the Authority’s financial statements (beginning on page 10).

FINANCIAL HIGHLIGHTS

- The Authority’s net assets increased by \$863,126 (or 15%) during 2010, including an extra ordinary item (insurance claim) of \$100,000 and prior year adjustments of \$10,461 for administrative fees provided by HUD applicable to FY 2009. Net assets were \$6.613 million and \$5.739 million for 2010 and 2009 respectively.
- Revenues increased by \$303,741 (or 2%) during 2010. The increase in revenues was attributable to an overall increase in federal subsidies for the Authority’s Section 8 Housing Choice Voucher Program and revenues of \$64,273 in the CFP (ARRA) program.
- The total expenses of the Authority decreased by \$250,177 or (2%) during 2010.

USING THIS ANNUAL REPORT

The report includes three major section, the “Management’s Discussion and Analysis (MD&A), Basic Financial Statements” and Notes to the Financial Statements”

MD&A -- Management's Discussion and Analysis - pgs 3 - 9
Basic Financial Statements -- Government-Wide and Fund Financial Statements - pgs 10 - 21
Notes to the Financial Statements -- Notes to the Financial Statements - pgs 22 - 41

BASIC FINANCIAL STATEMENTS

The primary focus of the Authority’s financial Statements is on both the Authority as a whole (Government-Wide) and major individual funds and consists exclusively of Enterprise (Business-Type)

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

Funds. The Government-Wide financial statements are designed to be corporate-like in that all business-type activities are consolidated into one column for the entire Authority. The Fund Financials Statements are designed to present the major individual funds and aggregate non-major fund maintained by the Authority. Many of the funds maintained by the Authority are required to be separately identifiable and maintained by the Department of Housing and Urban Development, the Department of Agriculture and other parties. Other are segregated to enhance accountability and control.

The Government-Wide and Fund financial Statements included a Balance Sheet, the Statement of Revenues, Expense and Changes in Net Assets, and Statement of Cash Flows. The Balance Sheet presents assets and liabilities in order of liquidity, and is classified as current (convertible into cash within one year) and noncurrent. Net Assets are reported in three broad categories:

Invested in Capital Assets, Net of Related Debt: This component of Net Assets consists of all Capital Assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Assets: This component of Net Assets consist of assets upon which constraints are placed on the assets by creditors (such as debt covenants), grantor, contributors, laws, regulations, etc.

Unrestricted Net Assets: Consists of Net Assets that do not meet the definition of "Net Assets Invested in Capital Assets, Net of Related Debt", or Restricted Net Assets".

The Statement of Cash Flows provides information on the Authority's cash receipts, cash payments and changes in cash resulting from operations, non-capital financing, capital and related financing and investing activities. From the Statement of Cash Flows, the reader can obtain information on the source and use of cash and the change in the cash and cash equivalents balance during the current fiscal year.

The Authority's major funds include:

- Housing Choice Voucher Program
- Public Housing Scattered Sites (Low Rent Program)
- Bear Springs Apartments
- Rural Housing – Farm Labor Apartments
- Land at Rosemont at Palo Alto
- Land at Rosemont at Miller's Pond

In Addition to the major funds above, the Authority also maintains the following non-major funds. Non-major funds are defined as funds that have assets, liabilities, revenues ore expenses of less than 5% of the Authority's total assets, liabilities, revenue or expenses.

- Bexar Management and Development Corporation (a component unit of the Authority)
- Disaster Voucher Program (DVP)
- Administrative Building Fund

The basic proprietary fund financial statements can be found on pages 14 to 21 of this report.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

FINANCIAL ANALYSIS

General. Net assets may serve over time as a useful indicator of a government's financial position. During the current year the Authority's assets exceed liabilities by \$6,613,395. The largest portion of net assets (38%) reflect its investment in capital assets (i.e. land, buildings, furniture and equipment), less any related debt used to acquire those assets that is still outstanding. Table 1 presented below are condensed Balance Sheets for FY 2010 compared to FY 2009.

**TABLE I
BALANCE SHEET**

	2010	2009	Variance
Current Assets	\$ 2,077,546	\$ 2,713,179	\$ (635,633)
Restricted Assets	2,429,637	1,121,850	1,307,787
Capital Assets (Net)	6,229,760	6,359,460	(129,700)
Other Asset	64,995	69,328	(4,333)
Total Assets	<u>\$ 10,801,938</u>	<u>\$ 10,263,817</u>	<u>\$ 538,121</u>
Current Liabilities	\$ 392,723	\$ 445,706	\$ (52,983)
Long Term Liabilities	3,795,820	4,078,303	(282,483)
Total Liabilities	<u>4,188,543</u>	<u>4,524,009</u>	<u>(335,466)</u>
Net Assets			
Invested in Capital Assets, Net of Related	2,495,057	2,416,432	78,625
Restricted	2,309,881	1,837,466	472,415
Unrestricted	1,808,457	1,485,910	322,547
Total Net Assets	<u>6,613,395</u>	<u>5,739,808</u>	<u>873,587</u>
Total Liabilities and Net Assets	<u>\$ 10,801,938</u>	<u>\$ 10,263,817</u>	<u>\$ 538,121</u>

For more detailed information, refer to the "Results From Operations" section on page 7 of the Management's Discussion and Analysis. Also refer to page 9 for the Balance Sheet.

An additional portion of the Authority's Net Assets (35%) represents resources that are subject to external restrictions on how they may be used. Restricted net assets are comprised of the following:

- Section 8 Housing Assistance Funds of \$1,388,958
- Bear Springs Apartments bond reserves of \$724,328.
- Rural Housing Farm Labor Apartment loan reserves of \$196,595.

The remaining balance of unrestricted net assets may be used to meet the Authority's ongoing obligations.

A major factor which contributed to the increase in net assets was that revenues exceeded expenses by \$836,126. \$100,000 of the \$836,126 represents an insurance claim that was paid to the Housing Authority of Bexar County for embezzlement of funds for employee dishonesty.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

CHANGE IN TOTAL NET ASSETS

Table 2 presents detail on the Change in Total Net Assets.

**TABLE II
CHANGE IN TOTAL NET ASSETS**

	2010	2009
Net Assets, Beginning of Year	\$ 5,739,808	\$ 5,391,246
Results of Operations	763,126	309,208
Extraordinary Item	100,000	-
Prior Year Adjustments	10,461	39,354
Net Assets, End of Year	<u>\$ 6,613,395</u>	<u>\$ 5,739,808</u>

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

The following table (Table3) presents the revenue, expenses, and changes in net assets resulting from operations for the current fiscal year. Refer to the "Results From Operations" section for further details.

**TABLE III
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS**

	2010	2009	Variance
Operating Revenues			
Tenant Revenues - Rents and Other	\$ 1,362,553	\$ 1,297,801	\$ 64,752
HUD Operating Grants and HAP Contracts	12,473,998	12,114,668	359,330
Other Government Grants	106,416	103,415	3,001
Other Revenue	134,554	103,835	30,719
Total Operating Revenue	<u>14,077,521</u>	<u>13,619,719</u>	<u>457,802</u>
Operating Expenses			
Administrative	1,458,125	1,311,022	147,103
Tenant Services	6,128	3,077	3,051
General Operations	731,621	730,422	1,199
Housing Assistance Payments	10,810,837	11,180,421	(369,584)
Depreciation	260,403	270,649	(10,246)
Total Operating Expenses	<u>13,267,114</u>	<u>13,495,591</u>	<u>(228,477)</u>
Operating Income (Loss)	810,407	124,128	686,279
Nonoperating Revenues (Expenses)	(47,281)	185,080	(232,361)
Income(Loss) Before Extraordinary Item	<u>763,126</u>	<u>309,208</u>	<u>453,918</u>
Extraordinary Item	100,000	-	100,000
Change in Net Assets	<u>\$ 863,126</u>	<u>\$ 309,208</u>	<u>\$ 553,918</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

RESULTS FROM OPERATIONS

The Authority experienced an increase in revenues during the current fiscal year, as compared to the fiscal year ending June 30, 2009, generally due to an increase in subsidies from the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program in the amount of \$359,330. Operating revenues increased \$457,802, or 3%, as a result.

The Authority's expenses decreased by (\$228,477) during the year primarily due to a decrease in the Housing Choice Voucher Program HAP payments of (\$369,584), or 3%.

Interest expense also decreased by (\$21,700) as a result of less outstanding capital related debt.

Total Liabilities decreased by \$335,466, or 7%, as a result of net increases and decreases in the various programs. The majority of the decreases resulted from:

- FSS escrow liabilities decreased by \$81,176 for the Section 8 Housing Choice Voucher and Public Housing Programs.
- Mortgage and bond payable balances were reduced by payments of \$132,489.
- Contractual land lease obligations decreased by \$84,651 as a result of recognizing revenue on the leases.

Other Authority operations were fairly consistent with prior year operations.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

As of the year end, the Authority had \$6,229,760 invested in a variety of capital assets as reflected in the following table, which represent a net decrease (additions, deductions and depreciation) of (\$140,160) (or 2%) from the end of last year.

**TABLE IV
CAPITAL ASSETS AT YEAR-END**

	2010	2009
Land	\$ 3,754,929	\$ 3,754,929
Buildings & Improvements	6,743,629	6,704,486
Furniture & Equipment	637,840	607,186
Accumulated Depreciation	(4,906,638)	(4,696,681)
Total	<u>\$ 6,229,760</u>	<u>\$ 6,369,920</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

The following reconciliation summarizes the change in Capital Assets, which is presented in detail in Note III of the notes to the financial statements.

**TABLE V
CHANGE IN CAPITAL ASSETS**

	2010	2009
Beginning Balance	\$ 6,369,920	\$ 7,070,524
Additions	120,243	48,530
Retirements	(50,446)	(478,485)
Deletion of Acc. Dep. on Retirements	50,446	-
Depreciation Expense	(260,403)	(270,649)
Ending Balance	<u>\$ 6,229,760</u>	<u>\$ 6,369,920</u>

Notes Payable-Debt Outstanding

As of year-end, the Authority had \$1,537,625 in notes and bond debt outstanding compared to \$1,670,114 last year. Interest expense of \$80,854 was incurred related to outstanding debt.

The following table is a summary of outstanding debt as of June 30, 2010 and 2009. Further information is presented in detail in Note V of the notes to the financial statements.

**TABLE VI
OUTSTANDING DEBT, AT YEAR-END**

	2010	2009
Mortgage Notes Payable (Rural Housing)	\$ 67,125	\$ 90,182
Revenue Bond (Bear Springs)	1,470,500	1,579,932
Total	<u>\$ 1,537,625</u>	<u>\$ 1,670,114</u>

ECONOMIC FACTORS

Significant economic factors affecting the Authority are as follows:

- Federal funding provided by Congress to the Department of Housing and Urban Development
- Local labor supply and demand, which can affect salary and wage rates.
- Local inflationary, recessionary, and employment trends, which can affect resident incomes and therefore the amount of rental income.
- Inflationary pressure on utility rates, supplies and other costs.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

The individual to be contacted regarding the report is Alfred Valenzuela, Executive Director of the Housing Authority of Bexar County at (210) 231-2011. Specific request may be submitted to the Housing Authority of Bexar County at 1017 North Main, Suite 201, San Antonio, TX 78212.

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BASIC FINANCIAL STATEMENTS

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Government-Wide Financial Statements

HOUSING AUTHORITY OF BEXAR COUNTY

San Antonio, Texas

Balance Sheet

June 30, 2010

ASSETS

Current Assets

Cash and Cash Equivalents

Unrestricted	\$	1,733,683
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Tenant Security Deposits		78,901
--------------------------	--	--------

Accounts Receivable

HUD		40,635
-----	--	--------

Miscellaneous		187,823
---------------	--	---------

Tenants		7,390
---------	--	-------

Allowance for Doubtful Accounts - Tenants		(506)
---	--	-------

Other Governments		7,283
-------------------	--	-------

Prepaid Expenses and Other Assets		22,337
-----------------------------------	--	--------

Total Current Assets		<u>2,077,546</u>
----------------------	--	------------------

Restricted Assets

Cash and Cash Equivalents - Other		1,705,309
-----------------------------------	--	-----------

Investments		724,328
-------------	--	---------

Total Restricted Assets		<u>2,429,637</u>
-------------------------	--	------------------

Noncurrent Assets

Capital Assets

Land		3,754,929
------	--	-----------

Buildings & Improvements		6,743,629
--------------------------	--	-----------

Furniture, Equipment & Machinery - Dwelling		209,011
---	--	---------

Furniture, Equipment & Machinery - Administration		428,829
---	--	---------

Total		<u>11,136,398</u>
-------	--	-------------------

Accumulated Depreciation		<u>(4,906,638)</u>
--------------------------	--	--------------------

Net Book Value		6,229,760
----------------	--	-----------

Other Assets		<u>64,995</u>
--------------	--	---------------

Total Assets	\$	<u><u>10,801,938</u></u>
--------------	----	--------------------------

HOUSING AUTHORITY OF BEXAR COUNTY

San Antonio, Texas

Balance Sheet

June 30, 2010

LIABILITIES AND NET ASSETS

Liabilities

Current Liabilities

Accounts Payable	\$	25,338
Accrued Wages and Payroll Taxes		39,584
Accrued Compensated Absences		1,491
Tenant Security Deposits		36,248
Deferred Revenue		49,295
Contractual Land Lease Obligations Payable		84,650
Current Portion of Long Term Debt		93,500
Accrued Liabilities - Other		8,215
FSS Escrow		54,402
Total Current Liabilities		<u>392,723</u>

Noncurrent Liabilities

Contractual Land Lease Obligations Payable		2,172,941
Long Term Debt		1,444,125
FSS Escrow		65,354
Other		113,400
Total Non-Current Liabilities		<u>3,795,820</u>

Total Liabilities		<u>4,188,543</u>
-------------------	--	------------------

Net Assets

Invested in Capital Assets, Net of Related Debt		2,495,057
Restricted Net Assets		2,309,881
Unrestricted Net Assets		1,808,457
Total Net Assets		<u>6,613,395</u>

Total Liabilities and Net Assets	\$	<u>10,801,938</u>
----------------------------------	----	-------------------

The notes to financial statements form an integral part of this statement.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Statement of Revenues, Expenses and Changes in Net Assets

Year Ended June 30, 2010

OPERATING REVENUES

Charges for Services

Net Tenant Rental Revenue	\$ 1,346,215
Tenant Revenue - Other	16,338
HUD Operating Grants and HAP Contracts	12,473,998
Other Government Grants	106,416
Other Revenue	134,554
Total Operating Revenue	<u>14,077,521</u>

OPERATING EXPENSES

Administrative	1,458,125
Tenant Services	6,128
Utilities	160,595
Ordinary Maintenance & Operation	465,932
Extraordinary Maintenance	27,345
Protective Services	30,876
Insurance	46,578
Other General Expense	295
Housing Assistance Payments	10,810,837
Depreciation	260,403
Total Operating Expenses	<u>13,267,114</u>
Operating Income (Loss)	<u>810,407</u>

NONOPERATING REVENUES (EXPENSES)

Investment Income - Unrestricted	1,509
Investment Income - Restricted	5
Capital Grant Revenue	36,392
Amortization Expense	(4,333)
Interest Expense	(80,854)
Total Nonoperating Revenues (Expenses)	<u>(47,281)</u>

Income (Loss) Before Extraordinary Item	763,126
---	---------

Extraordinary Item	<u>100,000</u>
--------------------	----------------

Change in Net Assets	<u>863,126</u>
----------------------	----------------

Net Assets - Beginning Balance	5,739,808
--------------------------------	-----------

Prior Period Adjustments	<u>10,461</u>
--------------------------	---------------

Net Assets - Beginning Balance - Restated	<u>5,750,269</u>
---	------------------

Net Assets - Ending Balance	<u><u>\$ 6,613,395</u></u>
-----------------------------	----------------------------

The notes to financial statements form an integral part of this statement.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Statement of Cash Flows

Year Ended June 30, 2010

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Received from Tenants	\$ 1,332,877
Cash Received from Grantors	12,575,594
Cash Received from Others	45,113
Cash Payments to Suppliers for Goods and Services	(1,638,744)
Housing Assistance Payments	(10,810,837)
Cash Payments to Employees	(731,871)
Net Cash Provided (Used) by Operating Activities	<u>772,132</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Extraordinary Item	<u>100,000</u>
Net Cash Provided (Used) by Non-Capital Financing Activities	<u>100,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Acquisition and Construction of Capital Assets	(120,242)
Capital Grants	36,392
Principal Payments on Mortgage and Notes Payable	(132,489)
Interest Paid on Long-Term Debt	(80,854)
Net Cash (Used for) Capital and Related Financing Activities	<u>(297,193)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest Income	<u>1,514</u>
Net Cash (Used for) Investing Activities	<u>1,514</u>
Net Increase (Decrease) in Cash and Cash Equivalents	576,453
Cash and Cash Equivalents - Beginning Balance	<u>2,941,440</u>
Cash and Cash Equivalents - Ending Balance	<u><u>\$ 3,517,893</u></u>
<u>Reconciliation to Statement of Net Assets</u>	
Cash - Unrestricted	\$ 1,733,683
Tenant Security Deposits	78,901
Restricted Cash and Cash Equivalents - Other	<u>1,705,309</u>
Total Cash and Cash Equivalents	<u><u>\$ 3,517,893</u></u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Operating Income (Loss)	\$ 810,407
Adjustments to Reconcile Operating Income to Net Cash	
Provided by Operating Activities:	
Depreciation	260,403
(Increase) Decrease in Tenants Receivable	(833)
(Increase) Decrease in Due from HUD	(6,551)
(Increase) Decrease in Accounts Receivable Miscellaneous	(90,176)
(Increase) Decrease in Due from Other Governments	1,731
(Increase) Decrease in Prepaid Expenses	128
Increase (Decrease) in Accounts Payable	(34,407)
Increase (Decrease) in Deferred Revenue	1,223
Increase (Decrease) in Accrued Wages	11,532
Increase (Decrease) in Compensated Absences	(17,967)
Increase (Decrease) in Tenant Security Deposits	748
Increase (Decrease) in Other Liabilities	(84,651)
Increase (Decrease) in FSS Escrow	(81,176)
Increase (Decrease) in Accrued Liabilities - Other	<u>1,721</u>
NET CASH PROVIDED (USED BY) OPERATING ACTIVITIES	<u><u>\$ 772,132</u></u>
NONCASH FINANCING ACTIVITY	
Amortization of prepaid lease revenue received from Rosemount at Palo Alto and Rosemount at Miller's Pond was \$55,556 and \$29,095, respectively.	

The notes to financial statements form an integral part of this statement

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Fund Financial Statements

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Fund Balance Sheets - Proprietary Funds

June 30, 2010

	Business Type Activities - Enterprise Funds		
	Section 8 - Housing Choice Vouchers	Public Housing	Bear Springs Apartments
ASSETS			
Current Assets			
Cash and Cash Equivalents			
Unrestricted	\$ 466,256	\$ 426,320	\$ 389,723
Tenant Security Deposits	-	-	69,243
Accounts Receivable			
HUD	-	6,551	-
Miscellaneous	-	-	173,544
Tenants	-	562	5,888
Allowance for Doubtful Accounts - Tenants	-	(506)	-
Other Governments	-	-	-
Interprogram Receivables	125,752	6,551	241,961
Prepaid Expenses and Other Assets	3,781	21	16,234
Total Current Assets	595,789	439,499	896,593
Restricted Assets			
Cash and Cash Equivalents - Other	1,505,415	3,299	-
Investments	-	-	724,328
Total Restricted Assets	1,505,415	3,299	724,328
Noncurrent Assets			
Capital Assets			
Land	-	316,100	435,816
Buildings & Improvements	-	1,776,452	2,727,697
Furniture, Equipment & Machinery - Dwelling	-	-	94,287
Furniture, Equipment & Machinery - Administration	29,892	4,700	359,622
Total	29,892	2,097,252	3,617,422
Accumulated Depreciation	(25,409)	(1,303,675)	(1,928,123)
Net Book Value	4,483	793,577	1,689,299
Other Assets	-	-	64,995
Total Assets	\$ 2,105,687	\$ 1,236,375	\$ 3,375,215

Rural Housing - Farm Labor Apartments	Land at Rosemont at Palo Alto	Land at Rosemont at Miller's Pond	Non-Major Funds	Total
\$ 40,670	\$ -	\$ -	\$ 410,714	\$ 1,733,683
9,658	-	-	-	78,901
-	-	-	34,084	40,635
-	-	-	14,279	187,823
940	-	-	-	7,390
-	-	-	-	(506)
7,283	-	-	-	7,283
3,166	-	-	-	377,430
2,301	-	-	-	22,337
64,018	-	-	459,077	2,454,976
196,595	-	-	-	1,705,309
-	-	-	-	724,328
196,595	-	-	-	2,429,637
111,860	1,000,000	1,891,153	-	3,754,929
2,239,480	-	-	-	6,743,629
114,724	-	-	-	209,011
34,615	-	-	-	428,829
2,500,679	1,000,000	1,891,153	-	11,136,398
(1,649,431)	-	-	-	(4,906,638)
851,248	1,000,000	1,891,153	-	6,229,760
-	-	-	-	64,995
\$ 1,111,861	\$ 1,000,000	\$ 1,891,153	\$ 459,077	\$ 11,179,368

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Fund Balance Sheets - Proprietary Funds

June 30, 2010

	Business Type Activities - Enterprise Funds		
	Section 8 - Housing Choice Vouchers	Public Housing	Bear Springs Apartments
LIABILITIES AND NET ASSETS			
Liabilities			
Current Liabilities			
Accounts Payable	\$ -	\$ 2,771	\$ 6,700
Accrued Wages and Payroll Taxes	21,716	399	14,063
Accrued Compensated Absences	1,491	-	-
Tenant Security Deposits	-	6,150	19,600
Deferred Revenue	-	985	18,072
Contractual Land Lease Obligations Payable	-	-	-
Current Portion of Long Term Debt	-	-	93,500
Accrued Liabilities - Other	4,641	80	2,813
FSS Escrow	51,103	3,299	-
Interprogram Payables	-	29,945	48,260
Total Current Liabilities	78,951	43,629	203,008
Noncurrent Liabilities			
Contractual Land Lease Obligations Payable	-	-	-
Long Term Debt	-	-	1,377,000
FSS Escrow	65,354	-	-
Other	-	-	113,400
Total Non-Current Liabilities	65,354	-	1,490,400
Total Liabilities	144,305	43,629	1,693,408
Net Assets			
Invested in Capital Assets, Net of Related Debt	-	793,577	283,794
Restricted Net Assets	1,388,958	-	724,328
Unrestricted Net Assets	572,424	399,169	673,685
Total Net Assets	1,961,382	1,192,746	1,681,807
Total Liabilities and Net Assets	\$ 2,105,687	\$ 1,236,375	\$ 3,375,215

The notes to financial statements form an integral part of this statement.

Rural Housing - Farm Labor Apartments	Land at Rosemont at Palo Alto	Land at Rosemont at Miller's Pond	Non-Major Funds	Total
\$ 1,902	\$ -	\$ -	\$ 13,965	\$ 25,338
3,406	-	-	-	39,584
-	-	-	-	1,491
10,498	-	-	-	36,248
238	-	-	30,000	49,295
-	55,555	29,095	-	84,650
-	-	-	-	93,500
681	-	-	-	8,215
-	-	-	-	54,402
22,291	-	-	276,934	377,430
39,016	55,555	29,095	320,899	770,153
-	500,000	1,672,941	-	2,172,941
67,125	-	-	-	1,444,125
-	-	-	-	65,354
-	-	-	-	113,400
67,125	500,000	1,672,941	-	3,795,820
106,141	555,555	1,702,036	320,899	4,565,973
784,124	444,445	189,117	-	2,495,057
196,595	-	-	-	2,309,881
25,001	-	-	138,178	1,808,457
1,005,720	444,445	189,117	138,178	6,613,395
\$ 1,111,861	\$ 1,000,000	\$ 1,891,153	\$ 459,077	\$ 11,179,368

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Fund Statements of Revenues, Expenses and Changes in Net Assets - Proprietary Funds

Year Ended June 30, 2010

	Business Type Activities - Enterprise Funds		
	Section 8 - Housing Choice Vouchers	Public Housing	Bear Springs Apartments
OPERATING REVENUES			
Charges for Services			
Net Tenant Rental Revenue	\$ -	\$ 127,328	\$ 1,099,942
Tenant Revenue - Other	-	-	16,338
HUD Operating Grants and HAP Contracts	12,332,689	141,309	-
Other Government Grants	-	-	-
Other Revenue	31,615	10	11,033
Total Operating Revenue	12,364,304	268,647	1,127,313
OPERATING EXPENSES			
Administrative	1,018,471	19,573	258,722
Tenant Services	-	6,128	-
Utilities	-	-	153,595
Ordinary Maintenance & Operation	6,864	52,716	295,923
Extraordinary Maintenance	-	27,345	-
Protective Services	-	-	30,876
Insurance	2,997	9,538	24,538
Other General Expense	295	-	-
Housing Assistance Payments	10,810,837	-	-
Depreciation	5,978	58,603	130,215
Total Operating Expenses	11,845,442	173,903	893,869
Operating Income (Loss)	518,862	94,744	233,444
NONOPERATING REVENUES (EXPENSES)			
Investment Income - Unrestricted	67	1,419	13
Investment Income - Restricted	-	-	-
Capital Grant Revenue	-	36,392	-
Amortization Expense	-	-	(4,333)
Interest Expense	-	-	(79,986)
Total Nonoperating Revenues (Expenses)	67	37,811	(84,306)
Income (Loss) Before Extraordinary Item and Transfers	518,929	132,555	149,138
Extraordinary Item	64,000	-	36,000
Transfers from(to)	30,000	-	-
Change in Net Assets	612,929	132,555	185,138
Net Assets - Beginning Balance	1,337,992	1,060,191	1,496,669
Prior Period Adjustments	10,461	-	-
Net Assets - Beginning Balance - Restated	1,348,453	1,060,191	1,496,669
Net Assets - Ending Balance	\$ 1,961,382	\$ 1,192,746	\$ 1,681,807

The notes to financial statements form an integral part of this statement.

Rural Housing - Farm Labor Apartments	Land at Rosemont at Palo Alto	Land at Rosemont at Miller's Pond	Non-Major Funds	Total
\$ 118,945	\$ -	\$ -	\$ -	\$ 1,346,215
-	-	-	-	16,338
-	-	-	-	12,473,998
106,416	-	-	-	106,416
-	55,556	29,095	7,245	134,554
<u>225,361</u>	<u>55,556</u>	<u>29,095</u>	<u>7,245</u>	<u>14,077,521</u>
57,565	-	-	103,794	1,458,125
-	-	-	-	6,128
7,000	-	-	-	160,595
110,429	-	-	-	465,932
-	-	-	-	27,345
-	-	-	-	30,876
9,505	-	-	-	46,578
-	-	-	-	295
-	-	-	-	10,810,837
65,607	-	-	-	260,403
<u>250,106</u>	<u>-</u>	<u>-</u>	<u>103,794</u>	<u>13,267,114</u>
<u>(24,745)</u>	<u>55,556</u>	<u>29,095</u>	<u>(96,549)</u>	<u>810,407</u>
-	-	-	10	1,509
5	-	-	-	5
-	-	-	-	36,392
-	-	-	-	(4,333)
<u>(868)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(80,854)</u>
<u>(863)</u>	<u>-</u>	<u>-</u>	<u>10</u>	<u>(47,281)</u>
(25,608)	55,556	29,095	(96,539)	763,126
-	-	-	-	100,000
-	-	-	(30,000)	-
<u>(25,608)</u>	<u>55,556</u>	<u>29,095</u>	<u>(126,539)</u>	<u>863,126</u>
1,031,328	388,889	160,022	264,717	5,739,808
-	-	-	-	10,461
<u>1,031,328</u>	<u>388,889</u>	<u>160,022</u>	<u>264,717</u>	<u>5,750,269</u>
<u>\$ 1,005,720</u>	<u>\$ 444,445</u>	<u>\$ 189,117</u>	<u>\$ 138,178</u>	<u>\$ 6,613,395</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Fund Statements of Cash Flows - Proprietary Funds

Year Ended June 30, 2010

	Section 8 - Housing Choice Vouchers	Public Housing	Bear Springs Apartments
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Tenants	\$ -	\$ 97,615	\$ 1,116,080
Cash Received from Grantors	12,332,689	134,758	-
Cash Received from Others	34,070	10	11,033
Cash Payments to Suppliers for Goods and Services	(682,521)	(67,950)	(676,711)
Housing Assistance Payments	(10,810,837)	-	-
Cash Payments to Employees	(420,531)	(34,066)	(221,135)
Net Cash Provided (Used) by Operating Activities	<u>452,870</u>	<u>130,367</u>	<u>229,267</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES			
Extraordinary Item	<u>64,000</u>	<u>-</u>	<u>36,000</u>
Net Cash Provided (Used) by Non-Capital Financing Activities	<u>64,000</u>	<u>-</u>	<u>36,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	-	(43,842)	(76,400)
Capital Grants	-	36,392	-
Principal Payments on Mortgage and Notes Payable	-	-	(109,432)
Interest Paid on Long-Term Debt	-	-	(79,986)
Net Cash (Used for) Capital and Related Financing Activities	<u>-</u>	<u>(7,450)</u>	<u>(265,818)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Income	<u>67</u>	<u>1,419</u>	<u>13</u>
Net Cash (Used for) Investing Activities	<u>67</u>	<u>1,419</u>	<u>13</u>
 Net Increase (Decrease) in Cash and Cash Equivalents	 516,937	 124,336	 (538)
Cash and Cash Equivalents - Beginning Balance	<u>1,454,734</u>	<u>305,283</u>	<u>459,504</u>
Cash and Cash Equivalents - Ending Balance	<u><u>\$ 1,971,671</u></u>	<u><u>\$ 429,619</u></u>	<u><u>\$ 458,966</u></u>
<u>Reconciliation to Statement of Net Assets</u>			
Cash - Unrestricted	\$ 466,256	\$ 426,320	\$ 389,723
Tenant Security Deposits	-	-	69,243
Restricted Cash and Cash Equivalents - Other	<u>1,505,415</u>	<u>3,299</u>	<u>-</u>
Total Cash and Cash Equivalents	<u><u>\$ 1,971,671</u></u>	<u><u>\$ 429,619</u></u>	<u><u>\$ 458,966</u></u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating Income (Loss)	\$ 518,862	\$ 94,744	\$ 233,444
Adjustments to Reconcile Operating Income to Net Cash			
Provided by Operating Activities:			
Depreciation	5,978	58,603	130,215
(Increase) Decrease in Tenants Receivable	-	(34)	-
(Increase) Decrease in Due from HUD	-	(6,551)	-
(Increase) Decrease in Accounts Receivable Miscellaneous	2,455	-	(85,386)
(Increase) Decrease in Due from Other Governments	-	-	-
(Increase) Decrease in Intercompany Receivables	21,884	(6,551)	(13,839)
(Increase) Decrease in Prepaid Expenses	(1,730)	1,844	210
Increase (Decrease) in Accounts Payable	(41,903)	1,786	(7,643)
Increase (Decrease) in Deferred Revenue	-	985	-
Increase (Decrease) in Accrued Wages	4,364	(1,230)	6,059
Increase (Decrease) in Compensated Absences	(6,965)	(3,540)	(7,015)
Increase (Decrease) in Tenant Security Deposits	-	150	(200)
Increase (Decrease) in Intercompany Payables	-	21,221	(27,790)
Increase (Decrease) in Other Liabilities	-	-	-
Increase (Decrease) in FSS Escrow	(50,362)	(30,814)	-
Increase (Decrease) in Accrued Liabilities - Other	287	(246)	1,212
NET CASH PROVIDED (USED BY) OPERATING ACTIVITIES	<u><u>\$ 452,870</u></u>	<u><u>\$ 130,367</u></u>	<u><u>\$ 229,267</u></u>
NONCASH FINANCING ACTIVITY			
Amortization of prepaid lease revenue received from Rosemount at Palo Alto and Rosemount at Miller's Pond was \$55,556 and \$29,095, respectively.			

The notes to financial statements form an integral part of this statement.

Rural Housing - Farm Labor Apartments	Land Rosemont at Palo Alto	Land Rosemont at Miller's Pond	Non-Major Funds	Total
\$ 119,182	\$ -	\$ -	\$ -	\$ 1,332,877
108,147	-	-	-	12,575,594
-	-	-	-	45,113
(124,898)	-	-	(86,664)	(1,638,744)
-	-	-	-	(10,810,837)
(56,139)	-	-	-	(731,871)
<u>46,292</u>	<u>-</u>	<u>-</u>	<u>(86,664)</u>	<u>772,132</u>
-	-	-	-	100,000
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
-	-	-	-	(120,242)
-	-	-	-	36,392
(23,057)	-	-	-	(132,489)
(868)	-	-	-	(80,854)
<u>(23,925)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(297,193)</u>
5	-	-	10	1,514
<u>5</u>	<u>-</u>	<u>-</u>	<u>10</u>	<u>1,514</u>
22,372	-	-	(86,654)	576,453
<u>224,551</u>	<u>-</u>	<u>-</u>	<u>497,368</u>	<u>2,941,440</u>
<u>\$ 246,923</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 410,714</u>	<u>\$ 3,517,893</u>
\$ 40,670	\$ -	\$ -	\$ 410,714	\$ 1,733,683
9,658	-	-	-	78,901
<u>196,595</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,705,309</u>
<u>\$ 246,923</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 410,714</u>	<u>\$ 3,517,893</u>
\$ (24,745)	\$ 55,556	\$ 29,095	\$ (96,549)	\$ 810,407
65,607	-	-	-	260,403
(799)	-	-	-	(833)
-	-	-	-	(6,551)
-	-	-	(7,245)	(90,176)
1,731	-	-	-	1,731
(3,166)	-	-	-	(1,672)
(196)	-	-	-	128
(612)	-	-	13,965	(34,407)
238	-	-	-	1,223
2,339	-	-	-	11,532
(447)	-	-	-	(17,967)
798	-	-	-	748
5,076	-	-	3,165	1,672
-	(55,556)	(29,095)	-	(84,651)
-	-	-	-	(81,176)
<u>468</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,721</u>
<u>\$ 46,292</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (86,664)</u>	<u>\$ 772,132</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Governmental Accounting Standards Board (GASB) is the accepted body for establishing governmental accounting and financial reporting standards. The following is a summary of significant accounting policies of the Housing Authority of Bexar County (the Authority).

A. Reporting Entity

The Authority was created on September 3, 1975 by Bexar County Commissioners Court. The Board of Commissioners (the Board), a five member group appointed by the Bexar County Commissioner's Court, has governance responsibility over all activities related to the Authority. These financial statements present the Authority and its component unit, an entity for which the Authority is considered to be financially accountable and which serves as the Authority's instrument to enhance its purpose to provide safe, decent and affordable housing in Bexar County, Texas to low-income families, elderly, and disabled. GASB Statement No. 14, "The Financial Reporting Entity", as amended by GASB Statement No. 39, considers entities with certain characteristics as component units. These characteristics include:

- The governing boards are comprised of the same members as the primary government's governing board.
- The component unit provides specific financial benefit to the primary government
- The primary government is financially responsible for the component units.

Because members of the Board have the authority to make decisions, appoint administrators and managers, and significantly influence operations and have primary accountability for fiscal matters, the Authority is not included in any other governmental "reporting entity" as defined by GASB.

Blended component units, although legally separate entities are, in substance, part of the Authority's operations and thus, data from these units are combined with the data of the primary government. The Authority has one component unit – The Bexar Management and Development Corporation.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basic Financial Statements (Government-Wide and Fund Financial Statements)

The Authority reports in accordance with the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 34, as amended by GASB Statement No. 37, and effective portions of GASB Statement No. 38. The objective of Statement No. 34, as amended, is to enhance the understandability and usefulness of the general purpose external financial reports of state and local governments to the citizenry, legislative and oversight bodies, and investors and creditors. As a result of Statement No. 34, as amended, the Authority's financial report is required to include a Management's Discussion and Analysis, Government-Wide Financial Statements, Fund Financial Statements, Notes to the Financial Statements and required Supplemental Information.

The Government-Wide financial statements (i.e., the Balance Sheet, the Statement of Revenues, Expenses, and Changes in Net Assets, and the Statement of Cash Flows) report information on all activities of the Authority. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by grants, interest income and transfers, are reported separately from business-type activities, which rely to a significant extent on federal grants, interest income, mortgage repayments and bond proceeds for support. However, in accordance with recommendations from the U.S. Department of Housing and Urban Development (HUD), all housing-related activities that are funded by HUD subsidies have been classified as business-type activities.

Fund financial statements (i.e. Fund Balance Sheets, the Fund Statements of Revenues, Expenses, and Changes in Net Assets, and the Fund Statements of Cash Flows) are provided for proprietary funds. Major individual enterprise funds are reported in separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Government-Wide and the proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor have been met.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Proprietary funds distinguish between operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal revenues of the Authority are tenant rental revenue, HUD operating grants, and HAP payments. Operating expenses include the cost of ordinary maintenance and operations expenses, utilities, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

The Authority prepares its basic financial statements in conformity with generally accepted accounting principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB). The Authority applies all applicable GASB pronouncements as well as any FASB statements and interpretations, APB opinions and ARB's issued on or before November 30, 1989 unless those pronouncements conflict with or contradicts GASB pronouncements.

The Authority reports the following major proprietary (enterprise) funds:

Public Housing

The Authority owns thirty (30) units (scattered sites) that it rents to low-income households through its Low Rent Program operated under an Annual Contributions Contract (ACC) with HUD. HUD provides operating subsidies to enable the Authority to provide the housing at a rent that is based upon a percentage of household income. Public housing also includes the HUD funded Capital Fund Program, which provides for physical and management improvements to the Authority's properties.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Section 8 Housing Choice Voucher Program

The Authority administers contracts with independent landlords who own property. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD to enable the Authority to structure a lease that sets the participant's rent at a percentage of household income. The Authority provided rent subsidies to over 1,800 families residing in privately owned rental properties.

Bear Springs Apartments

In October of 1994, the HABC purchased a 204-unit multi-family apartment complex under the RTC Affordable Housing Disposition Program. The property must be maintained in accordance with the Land Use Restriction Agreement by making available 72 units for lower income families at rents affordable at the income level. The remaining 132 units are at market rents.

Rural Housing – Farm Labor Apartments

In October 1981, the HABC entered into a 33-year contract with the U.S. Department of Agriculture and Rural Development to construct a \$1.9 million – 75 unit multi-family complex named the Colonia Remigio Valdez, Jr. Apartments. This project is operated and maintained for the purpose of providing housing for domestic farm laborers and their immediate families. Rent subsidies are provided by Rural Development of the U.S. Department of Agriculture.

Land at Rosemont at Palo Alto

The Authority has executed a 75-year agreement to lease a parcel of land, owned by the Authority, to a private commercial development (Primrose SA II Housing, L.P.) The land lease was entered into in December, 2002.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Land at Rosemont at Miller's Pond

The Authority has executed a 65-year agreement to lease a parcel of land, owned by the Authority, to a private commercial development (Heatherwilde Estates Housing, L.P.) The land lease was entered into in January, 2004.

Non Major Funds – In addition to the major funds above, the Authority also maintains the following non-major funds. Non-major funds are defined as funds that have assets, liabilities, revenues, or expenses of less than 5% of the Authority's total assets, liabilities, revenues or expenses.

Administrative Building Fund

This fund was used to record the cost of property owned by the Authority.

Disaster Voucher Program (DVP)

This program provided rental assistance in previous years to eligible HUD-assisted families who were displaced by Hurricanes Katrina or Rita.

Bexar Management and Development Corporation (BMDC)

BMDC created in April 1999, a Texas corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act and the Texas Public Facility Corporation Act, was organized to provide decent and affordable housing, acquire real property for redevelopment and use as affordable housing, issue tax exempt bonds or notes, and other housing related services.

Limited Partnerships – Joint Ventures

Two entities are considered joint ventures of the Authority. A joint venture is an organization that results from a contractual arrangement and that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control, in which the participants retain an ongoing financial interest or responsibility. These organizations are as follows.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Heatherwilde Estates Housing L.P. (a Texas Limited Partnership) is an investment of CAH-IDA Heatherwilde Estates Class B LLC (Class B Limited Partner), Heatherwilde Estates Development, LLC (general partner, of which the Housing Authority of Bexar County is the sole member), and TCIG Guaranteed Tax Credit Fund V, LLC (Investor Limited Partner). The Partnership was formed on September 10, 2001 to acquire, own, develop, improve, and lease the 176-unit Rosemount at Miller's Pond Apartments to low-income tenants and is operated in a manner necessary to qualify for federal low-income housing tax credits.

Primrose SA II Housing L.P. (a Texas Limited Partnership) is an investment of Primrose SA II Development, LLC (general partner, of which the Housing Authority of Bexar County is the sole member), CAH-IDA SA II Housing Class B, LLC (Special Class B Limited Partner), RCHP SLP III L.P. (Special Limited Partner), and Centerline Housing Partnership III, L.P. (Investor Limited Partner). The Partnership was formed on September 27, 2001 to acquire, own, develop, improve, and lease the 280-unit Rosemount at Palo Alto Apartments to low-income tenants and is operated in a manner necessary to qualify for federal low-income housing tax credits.

Financial statements for each of the limited partnerships described above may be obtained at the Authority's administrative offices.

D. Other Accounting Policies

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents are considered to be cash on hand, demand deposits, money market accounts, and certificates of deposit.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets and Depreciation

Capital assets are stated at cost. The Authority defines capital assets as having an initial, individual cost of more than \$2,000 for furniture and equipment, buildings and improvements and an estimated useful life in excess of one year. The cost of site and building improvements, which add value to the asset or materially extends the asset life are capitalized. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Depreciation is provided over the estimated useful lives of assets using the straight-line method as follows:

Description	Life
Buildings & Improvements	5-40 Years
Furniture & Equipment – Dwelling	5-10 Years
Furniture & Equipment – Administration	3-10 Years

Compensated Absences

The Authority allows regular full-time employees to begin accruing both annual and sick leave following completion of the first six months of employment. Earned hours are based on years of service ranging from a 3.5 hour bi-weekly accrual rate beginning after six months of employment to a 5.5 hour bi-weekly accrual rate for fifteen years of service or more. Accrued annual leave in excess of 240 hours will be forfeited after the last pay period that begins in December, unless otherwise approved. Sick leave is not payable upon termination and is therefore not accrued in the accompanying financial statements. Annual leave is not payable upon termination unless specifically approved by the Board of Directors. As of June 30, 2010 annual leave is \$1,491 has been accrued as a current liability.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Authority's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets

Net assets is classified into three components -

- invested in capital assets, net of related debt,
- restricted, and
- unrestricted.

Invested in capital assets, net of related debt. This component of net assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted. This component of net assets consists of external constraints placed on net asset use by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted. This component of equity consists of equity that does not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Restricted/Unrestricted Resources

Under the terms of grant agreements, the Authority funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted resources available to finance the program. It is the Authority's policy to first apply cost-reimbursement grant resources to such programs and then operating revenues.

Amortization of Bond Issuance Costs and Origination Fees

Costs related to the issuance of bonds and underwriters fees are amortized over the life of the bond using the straight line method. Amortization expense for the current year was \$4,333 and is included in amortization expense in the accompanying financial statements.

HOUSING AUTHORITY OF BEXAR COUNTY
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NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

II. CASH AND INVESTMENTS

Cash and investments as of June 30, 2010 are classified in the accompanying financial statements as follows:

Balance Sheet	
Unrestricted	
Cash and Cash Equivalents	\$ 1,733,683
Tenant Security Deposits	78,901
Restricted	
Cash and Cash Equivalents	1,705,309
Investments	724,328
Total Cash and Investments:	<u>\$ 4,242,221</u>

Cash and investments as of June 30, 2010 consist of the following:

Cash on Hand	\$ 150
Deposits with Financial Institutions	3,311,486
Certificates of Deposit	206,257
JP Morgan Prime Money Market Funds	724,328
Total Cash and Investments:	<u>\$ 4,242,221</u>

The Authority reports investments in accordance with GASB Statement No. 31, "*Accounting and Financial Reporting for Certain Investments and for External Investment Pools*". Under the provisions of GASB Statement No. 31, governmental entities should report investments at fair value in the balance sheet. Investment income should include unrealized gains and losses (representing the change in market value) and be reported as revenue in the operating statement. Additionally, investments may be reported at amortized cost if the remaining maturity at time of purchase is one year or less, provided that the fair value of those investments is not significantly affected by the impairment of the credit standing of the issuer or by other factors. The Authority's money market fund investments comprised of JP Morgan Prime Money Market Funds are reported at fair value.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

II. CASH AND INVESTMENTS (Continued)

The Authority's funds are required to be deposited and invested under the terms of a depository contract pursuant to federal and state regulations. The depository bank deposits for safekeeping and trust with the Authority's agent bank approved pledged securities in amount sufficient to protect the Authority's funds on a day to day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance. Accordingly, the Authority executed a depository agreement with its respective financial institution requiring collateralization of deposit amounts in excess of FDIC insurance coverage. As of June 30, 2010, and throughout the year, the Authority's deposits were fully collateralized by the Authority's depository with U.S. government agency securities held by its safekeeping agent, the Federal Home Loan Bank in the name of the Authority.

In accordance with GASB Statement No. 40, "Deposit and Investment Risk Exposure", the following information addresses the interest rate exposure, credit risk, concentration of credit risk, and custodial credit risk. The Authority does not hold any foreign securities; therefore, there is no foreign currency risk.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority has not adopted an investment policy which addresses interest rate risk. As of June 30, 2010, the weighted average maturity of the JP Morgan Prime Money Market Fund is 36 days.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Authority's investments are money market funds which are not insured or guaranteed by the FDIC or any other government agency. Although money market funds strive to preserve the value of the investment at \$1 per share, it is possible to lose money by investing in a money market fund. As of June 30, 2010 the Authority had \$724,328 invested in JP Morgan Prime Money Market Funds. The Department of Housing and Urban Development requires that these funds be rated no less than AAA by a nationally recognized institution. The Authority's investments were rated AAAM. The Authority has not adopted an investment policy which addresses credit risk.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

II. CASH AND INVESTMENTS (Continued)

Concentration of Credit Risk

The Department of Housing and Urban Development has set no limitations on the amount that can be invested in any one issuer. The Authority has not adopted an investment policy which specifies risks related to credit. All investments of the Authority are invested in JP Morgan Prime Money Market Funds.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broken-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The investments were held by the same broker-dealer that was used to buy the securities and were in the name of the Authority. The Authority has not adopted an investment policy which addresses custodial credit risk.

III. ACCOUNTS RECEIVABLE – MISCELLANEOUS

Accounts receivable – miscellaneous is comprised of the following as June 30, 2010:

	Bear Springs	Non-Major Funds	Total
Accounts Receivable-Miscellaneous	\$ 173,544	\$ 14,279	\$ 187,823

Accounts receivable-miscellaneous in Bear Springs is comprised solely of a receivable from a bond holder. Payments on the Bear Springs bonds are required to be paid to the Authority's paying agent. The receivable represents additional payments that were made directly to the bondholder. During fiscal year 2010, the Authority paid \$85,386 in excess bond payments.

Accounts receivable-miscellaneous for non-major funds represents general partner asset management fees earned from Heatherwilde Estates Housing, L.P.

HOUSING AUTHORITY OF BEXAR COUNTY
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NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

IV. CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2010 follows:

	Beginning Balance (Restated)	Additions	Deletions	Transfers	Ending Balance
<u>Capital assets, not being depreciated</u>					
Land	\$ 3,754,929	\$ -	\$ -	\$ -	\$ 3,754,929
Construction in Progress	-	36,392	-	(36,392)	-
Total capital assets, not being depreciated	3,754,929	36,392	-	(36,392)	3,754,929
<u>Capital assets, being depreciated</u>					
Buildings and improvements	6,704,486	2,751	-	36,392	6,743,629
Furniture and equipment - dwelling	209,011	-	-	-	209,011
Furniture and equipment - administration	398,175	81,100	(50,446)	-	428,829
Total capital assets, being depreciated	7,311,672	83,851	(50,446)	-	7,381,469
<u>Less: accumulated depreciation</u>	(4,696,681)	(260,403)	50,446	-	(4,906,638)
<u>Total capital assets, being depreciated, net</u>	2,614,991	(176,552)	-	36,392	2,474,831
<u>Net Capital Assets</u>	\$ 6,369,920	\$ (140,160)	\$ -	\$ -	\$ 6,229,760

Depreciation expense for the year was \$260,403.

HOUSING AUTHORITY OF BEXAR COUNTY
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NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

V. LONG TERM DEBT

The Authority's long-term indebtedness is presented as follows:

Program	Original Amount	Due Within One Year	Due After One year	Balance Outstanding June 30, 2010
<u>Rural Housing</u>				
On August 11, 1981 the Authority entered into a 1% mortgage note with the Farmers Home Administration related to the Colonia Remigio Valdez Jr. Apartments. All payment of principal and interest is subsidized by the Department of Agriculture as long as the Authority complies with federal requirements.	\$ 562,500	\$ -	\$ 64,597	\$ 64,597
<u>Rural Housing</u>				
On August 11, 1981 the Authority entered into a 1% mortgage note with the Farmers Home Administration related to the Colonia Remigio Valdez Jr. Apartments. All payment of principal and interest is subsidized by the Department of Agriculture as long as the Authority complies with federal requirements.	22,800	-	2,528	2,528
<u>Bear Springs Apartments</u>				
On December 14, 1999, the Authority issued a \$2,550,000 revenue bond for a current refunding of a \$2,335,335 Resolution Trust Corporation note payable. The bonds are secured by a deed of trust on the property and bear an interest rate of 5.5%. The bonds mature December 1, 2023.	2,550,000	93,500	1,377,000	1,470,500
<u>Totals</u>	<u>\$ 3,135,300</u>	<u>\$ 93,500</u>	<u>\$ 1,444,125</u>	<u>\$ 1,537,625</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

V. LONG TERM DEBT (Continued)

The following table provides the annual principal and interest requirements of the Authority for long term debt outstanding (exclusive of \$67,125 in mortgage notes for Rural Housing for which there are no debt maturity schedules) as of June 30, 2010.

Year ending June 30	Principal	Interest	Total
2011	\$ 93,500	\$ 73,094	\$ 166,594
2012	102,000	74,384	176,384
2013	102,000	68,497	170,497
2014	102,000	62,809	164,809
2015	102,000	57,121	159,121
2016-2020	510,000	200,498	710,498
2021-2025	459,000	58,690	517,690
Total Payments	<u>\$ 1,470,500</u>	<u>\$ 595,093</u>	<u>\$ 2,065,593</u>

Long-term debt activity for the year ended June 30, 2010 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Notes and Bonds	\$ 1,670,114	\$ -	\$ (132,489)	\$ 1,537,625	\$ 93,500
Compensated Absences	19,458	-	(17,967)	1,491	1,491
Land Lease Obligations	2,342,242	-	(84,651)	2,257,591	84,650
Other Non-current Liabilities	113,435	-	(35)	113,400	-
FSS Escrow	200,932	-	(81,176)	119,756	54,402
	<u>\$ 4,346,181</u>	<u>\$ -</u>	<u>\$ (316,319)</u>	<u>\$ 4,029,897</u>	<u>\$ 234,043</u>

Reductions for FSS Escrow consist of payments to FSS participants of \$40,680 in FY 2010.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

VI. CONTRACTUAL LAND LEASE OBLIGATIONS PAYABLE

Rosemont at Palo Alto – Land Lease Fund

On December 23, 2002, the Authority entered into an agreement for development of a 280-unit multifamily affordable housing project named “Rosemont at Palo Alto”. As part of that agreement, the Authority executed a 75 year ground lease agreement with the owner of the housing project (Primrose SA II Housing, L.P.). The ground lease agreement provided for a \$1,000,000 rent prepayment for the first 18 years of the lease term. The prepayment amount was used to pay for the land deeded to the Authority. The ground lease further stipulated that annual rent after the 18th year was at \$100,000 per year and was to be deferred and non-payable as long the project owner was not in default of any liability, responsibility or obligation related to the housing project. The agreement further stipulated that under Texas law, the Authority represented it was entitled to receive real estate property tax exemptions from various local and state taxing authorities. The Authority also allowed a lien to be placed on the land which secures the payment of the bonds used by the project owner for construction of the housing project. Title to all improvements made to the housing project is to revert to the Authority at the end of the lease period.

The ground lease agreement is valued at \$1,000,000. Revenues related to this prepayment are recognized over the 18-year prepayment period. Lease revenues for the fiscal year ending June 30, 2010 were \$55,556, and the remaining lease obligation is \$555,555.

Rosemont at Miller’s Pond – Land Lease Fund

On January 9, 2004, the Authority entered into an agreement for development of a 176-unit multiple family affordable housing project named “Rosemont at Miller’s Pond”. As part of that agreement, land for the housing project was bought and deeded to the Authority at no cost. In return, the Authority executed a 65 year ground lease agreement with the owner of the housing project (Heatherwilde Estates Housing, L.P.). The annual lease amount is \$10. Title to all improvements made to the housing project is to revert to the Authority at the end of the lease period. The agreement further required that the Authority, as owner of the land related to the housing project, apply for property tax exemption, which it subsequently received.

The ground lease agreement is valued at \$1,891,153 representing the amount paid for the land deeded to the Authority. Revenues related to this lease are being recognized over the 65 year life of the lease. Lease revenues for the fiscal year ending June 30, 2010 were \$29,095, and the remaining lease obligation is \$1,702,036.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

VII. OPERATING LEASE

Effective June 15, 2007, the Authority entered into a lease with Infiniti Ventures Ltd. for the rental of administrative offices located at 1017 N. Main, Suite 207, San Antonio, Texas 78212. The lease term is 3 years and 15 days expiring on June 30, 2010, but the lease was extended until June 30, 2012 on March 31, 2010. In accordance with the lease, 12 monthly base rent payments of \$11,016 were paid totaling \$132,192. Beginning January 2009, the Authority paid an additional monthly payment of \$1,373 for "Commercial Lease Expenses", totaling a yearly rent cost of \$140,432. These include projected insurance, taxes, and other operating expenses for the property. According to the lease, these additional monthly expenses are projected on or about December 31 of each calendar year. The Authority pays their pro rata share of the additional expenses. Future minimum lease payment requirements are as follows:

Year Ending June 30,	Amount
2011	\$ 149,377
2012	153,325
2013	<u>157,273</u>
	<u>\$ 459,975</u>

VIII. INVESTMENTS IN PARTNERSHIPS

Investments in partnerships are accounted for under the equity method. Under this method, the investment is initially recorded at cost and is then increased or decreased by the proportionate share of the partnership's net earnings or losses.

Separate financial statements have been issued for each of the partnerships described below and may be obtained from the Authority's administrative offices.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

VIII. INVESTMENTS IN PARTNERSHIPS (Continued)

Heatherwilde Estates Housing L.P.

Heatherwilde Estates Housing L.P. (a Texas Limited Partnership) is an investment of CAH-IDA Heatherwilde Estates Class B LLC (Class B Limited Partner), Heatherwilde Estates Development, LLC (general partner, of which the Housing Authority of Bexar County is 99.99% owner), and TCIG Guaranteed Tax Credit Fund V, LLC (Investor Limited Partner). Profits and losses of the partnership are allocated .005% to the general partner, 99.99% to the investor limited partner, and .005% to the class B limited partner. An analysis of the partnership's cumulative loss as of December 31, 2009 follows:

	General Partner	Investor Limited Partner	Class B Limited Partner	Total
Total Capital	\$ (128)	\$ 6,245,342	\$ (128)	\$ 6,245,086
Less: Cumulative Capital Contributions	-	(8,753,304)	-	(8,753,304)
Cumulative (Loss)	\$ (128)	\$ (3,507,962)	\$ (128)	\$ (2,508,218)

Primrose SA II Housing, L.P.

Primrose SA II Housing L.P. (a Texas Limited Partnership) is an investment of Primrose SA II Development, LLC (general partner, of which the Housing Authority of Bexar County is the sole member), CAH-IDA SA II Housing Class B, LLC (Special Class B Limited Partner), RCHP SLP III L.P. (Special Limited Partner), and Centerline Housing Partnership III, L.P. (Investor Limited Partner). Profits and losses of the partnership are allocated .005% to the managing general partner, and 99.995% to the limited partners. An analysis of the partnership's cumulative loss as of December 31, 2009 follows:

	Managing General Partner	Special Class B Limited Partner	Special Limited Partner	Investor Limited Partner	Total
Total Capital	\$ (214,157)	\$ (484,943)	\$ (599)	\$ 2,100,920	\$ 1,401,221
Less: Cumulative Capital Contributions	-	-	-	(8,100,534)	(8,100,534)
Cumulative (Loss)	\$ (214,157)	\$ (484,943)	\$ (599)	\$ (5,999,614)	\$ (6,699,313)

Since the Authority's investments in the limited partnerships are negative, no amount has been recorded in the financial statements.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

IX. PENSION PLAN

The Housing Authority of Bexar County Employees' Pension Trust (Trust) provides after-tax pension benefits for all regular full-time employees through a defined contribution plan, established in 1984 and amended in 2002. Plan provisions and contributing requirements are established and may be amended by the Authority's Board of Commissioners. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. All regular full-time employees are eligible to participate after one year of service. At June 30, 2010, there were 13 participants. Each eligible participant is required to make a mandatory contribution of five percent (5%) of gross pay. Required annual contributions for 2010 were \$21,884 while actual contributions were \$24,119. The employer's required contribution is 140% of the employees' contribution. Required annual contributions for 2010 were \$30,637 while actual contributions were \$33,766. Participants are immediately vested in their voluntary contributions plus actual earnings thereon. An employee will have a non-forfeitable right to a percentage of his or her accrued benefit derived from employer contributions determined as follows:

Years In Plan	Non-Forfeitable Percentage
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

X. RISK MANAGEMENT

The Authority is exposed to various risks or torts, theft of, damage to, and destruction of assets, injuries to employees, and natural disasters. The Authority purchased insurance coverage for property, general liability, vehicle liability, fidelity, forgery, theft, and worker's compensation coverage from Texas Municipal League (TML). Contributions are set annually by TML. Liability by the Authority is generally limited to the contributed amounts except in cases where claims exceed maximum coverage.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

XI. TRANSACTIONS WITH RELATED LIMITED PARTNERSHIPS

Rosemont at Miller's Pond

During 2004, the Authority acquired 99.99% ownership of Heatherwilde Estates Development, LLC, the general partner of a 176-unit multiple-family affordable housing project entitled "Rosemont at Miller's Pond". In consideration for the services to be performed on behalf of Heatherwilde Estates Housing L.P., the general partner is to receive certain fees payable from available cash flows, if any, pursuant to Article IV of the Partnership Agreement. In addition, the general partner is to receive a cumulative general asset management fee. General partner asset management fees of \$7,245 were accrued in the current year. Total general partner asset management fees of \$14,279 are reflected as a receivable as of June 30, 2010.

Rosemont at Palo Alto

During 2002, the Authority acquired the authority to appoint four members of the board of Primrose Rosemont Apartments NP, Inc. Primrose Rosemont Apartments NP, Inc. owns 100% of the membership units of Primrose SA II Development, LLC. Primrose SA II Development, LLC is a .5% owner of a multi-family affordable housing project entitled "Rosemont at Palo Alto". Pursuant to the Partnership Agreement, the project developer is to pay the Authority 15% of developer's fees from the housing project, provided that the Authority complies with all the terms and conditions of the Partnership Agreement. To date, the Authority has earned \$ 55,000 of developer's fees, and the remaining balance, if any, shall be paid to the Authority as outlined in the Partnership Agreement. No provision has been made in the financial statements for these fees due to the uncertainty of available cash flows from the housing project.

XII. CONTINGENCIES

A. Grants

The Authority receives significant financial assistance from Federal, agencies in the form of grants and operating subsidies. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the agreements, and is subject to audit by the grantor agencies; therefore, to the extent that the Authority has not complied with rules and regulations governing the grants, if any, refunds of any money received maybe required. Management believes there are no significant contingent liabilities relating to compliance with grant rules and regulations.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2010

XII. CONTINGENCIES (Continued)

B. Pending Litigation

The Authority is the subject of various claims and litigation that have arisen in the ordinary course of its operations. Management, in consultation with legal counsel, is of the opinion that the Authority's liabilities in these cases, if decided adversely to the Authority, will not be material.

XIII. EXTRAORDINARY ITEM

An extraordinary item of \$100,000 was recognized, which represents cash proceeds from the Authority's insurance carrier related to theft by a former employee.

XIV. PRIOR PERIOD ADJUSTMENT

The following adjustment was made to restate the prior year net assets.

Beginning Net Assets, as reported – June 30, 2009	\$ 5,739,808
a. Recognize capital asset additions from a previous year	29,892
b. Recognize prior year depreciation	<u>(19,431)</u>
Beginning Net Assets, as restated – June 30, 2009	<u>\$ 5,750,269</u>

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SUPPLEMENTARY INFORMATION

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Combining Balance Sheets - Enterprise Funds
Non-Major Funds

June 30, 2010

	Bexar Management & Development Corporation	Disaster Voucher Program	Administrative Building Fund	Total Non-Major Funds
ASSETS				
Current Assets				
Cash and Cash Equivalents				
Unrestricted	\$ 410,714	\$ -	\$ -	\$ 410,714
Accounts Receivable				
HUD	-	34,084	-	34,084
Miscellaneous	14,279	-	-	14,279
Total Current Assets	424,993	34,084	-	459,077
Total Assets	<u>\$ 424,993</u>	<u>\$ 34,084</u>	<u>\$ -</u>	<u>\$ 459,077</u>
LIABILITIES AND NET ASSETS				
Liabilities				
Current Liabilities				
Accounts Payable	\$ 13,965	\$ -	\$ -	\$ 13,965
Deferred Revenue	30,000	-	-	30,000
Interprogram Payables	242,850	34,084	-	276,934
Total Current Liabilities	286,815	34,084	-	320,899
Total Liabilities	<u>286,815</u>	<u>34,084</u>	<u>-</u>	<u>320,899</u>
Net Assets				
Unrestricted	138,178	-	-	138,178
Total Net Assets	<u>138,178</u>	<u>-</u>	<u>-</u>	<u>138,178</u>
Total Liabilities and Net Assets	<u>\$ 424,993</u>	<u>\$ 34,084</u>	<u>\$ -</u>	<u>\$ 459,077</u>

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Combining Statement of Revenues, Expenses and Changes in Net Assets - Proprietary Funds
Non-Major Funds

Year Ended June 30, 2010

	Bexar Management & Development Corporation	Disaster Voucher Program	Administrative Building Fund	Total Non-Major Funds
OPERATING REVENUES				
<u>Charges for Services</u>				
Other Revenue	\$ 7,245	\$ -	\$ -	\$ 7,245
Total Operating Revenue	7,245	-	-	7,245
OPERATING EXPENSES				
Administrative	103,794	-	-	103,794
Total Operating Expenses	103,794	-	-	103,794
Operating Income (Loss)	(96,549)	-	-	(96,549)
NONOPERATING REVENUES (EXPENSES)				
Investment Income - Unrestricted	10	-	-	10
Total Nonoperating Revenues (Expenses)	10	-	-	10
Income (Loss) Before Transfers	(96,539)	-	-	(96,539)
Transfers from/to	(248,124)	-	218,124	(30,000)
Change in Net Assets	(344,663)	-	218,124	(126,539)
Net Assets - Beginning Balance	482,841	-	(218,124)	264,717
Net Assets - Ending Balance	\$ 138,178	\$ -	\$ -	\$ 138,178

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Combining Statement of Net Assets - Enterprise Funds
Public Housing Programs

June 30, 2010

	Low Rent - Scattered Sites	Capital Fund Program	Capital Fund Program (ARRA)	Total
ASSETS				
Current Assets				
Cash and Cash Equivalents				
Unrestricted	\$ 426,320	\$ -	\$ -	\$ 426,320
Accounts Receivable				
HUD	-	-	6,551	6,551
Tenants	562	-	-	562
Allowance for Doubtful Accounts-Tenants	(506)	-	-	(506)
Interprogram Receivables	6,551	-	-	6,551
Prepaid Expenses and Other Assets	21	-	-	21
Total Current Assets	432,948	-	6,551	439,499
Restricted Assets				
Cash and Cash Equivalents - Other	3,299	-	-	3,299
Total Restricted Assets	3,299	-	-	3,299
Noncurrent Assets				
Capital Assets				
Land	316,100	-	-	316,100
Buildings	1,776,452	-	-	1,776,452
Furniture, Equipment & Machinery - Administration	4,700	-	-	4,700
Total	2,097,252	-	-	2,097,252
Accumulated Depreciation	(1,303,675)	-	-	(1,303,675)
Net Book Value	793,577	-	-	793,577
Total Assets	\$ 1,229,824	\$ -	\$ 6,551	\$ 1,236,375
LIABILITIES AND NET ASSETS				
Liabilities				
Current Liabilities				
Accounts Payable	\$ 2,771	\$ -	\$ -	\$ 2,771
Accrued Wages and Payroll Taxes	399	-	-	399
Tenant Security Deposits	6,150	-	-	6,150
Deferred Revenue	985	-	-	985
Accrued Liabilities - Other	80	-	-	80
FSS Escrow	3,299	-	-	3,299
Interprogram Payables	23,394	-	6,551	29,945
Total Current Liabilities	37,078	-	6,551	43,629
Total Liabilities	37,078	-	6,551	43,629
Net Assets				
Invested in Capital Assets, Net of Related Debt	793,577	-	-	793,577
Unrestricted	399,169	-	-	399,169
Total Net Assets	1,192,746	-	-	1,192,746
Total Liabilities and Net Assets	\$ 1,229,824	\$ -	\$ 6,551	\$ 1,236,375

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Combining Statement of Revenues, Expenses and Changes in Net Assets - Proprietary Funds
Public Housing Programs

Year Ended June 30, 2010

	Low Rent - Scattered Sites	Capital Fund Program	Capital Fund Program (ARRA)	Total
OPERATING REVENUES				
Charges for Services				
Net Tenant Rental Revenue	\$ 127,328	\$ -	\$ -	\$ 127,328
HUD Operating Grants and HAP Contracts	52,842	60,586	27,881	141,309
Other Revenue	10	-	-	10
Total Operating Revenue	180,180	60,586	27,881	268,647
OPERATING EXPENSES				
Administrative	19,037	-	536	19,573
Tenant Services	6,128	-	-	6,128
Ordinary Maintenance & Operation	52,716	-	-	52,716
Extraordinary Maintenance	-	-	27,345	27,345
Insurance	9,538	-	-	9,538
Depreciation	58,603	-	-	58,603
Total Operating Expenses	146,022	-	27,881	173,903
Operating Income (Loss)	34,158	60,586	-	94,744
NONOPERATING REVENUES (EXPENSES)				
Investment Income - Unrestricted	1,419	-	-	1,419
Capital Grant Revenue	-	-	36,392	36,392
Total Nonoperating Revenues (Expenses)	1,419	-	36,392	37,811
Income (Loss) Before Transfers	35,577	60,586	36,392	132,555
Transfers from/(to)	96,978	(60,586)	(36,392)	-
Change in Net Assets	132,555	-	-	132,555
Net Assets - Beginning Balance	1,060,191	-	-	1,060,191
Net Assets - Ending Balance	\$ 1,192,746	\$ -	\$ -	\$ 1,192,746

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

FINANCIAL DATA SCHEDULE

Year Ended June 30, 2010

Line Item No.	Description	14.850	14.872	14.885
		Operating Fund Program	Capital Fund Program	Formula Capital Fund Stimulus Grant
111	Cash-unrestricted	\$ 426,320	\$ -	\$ -
113	Cash-other restricted	3,299	-	-
114	Cash-tenant security deposits	-	-	-
100	Total Cash	429,619	-	-
122	Accounts receivable - HUD other projects	-	-	6,551
124	Account receivable - other government	-	-	-
125	Account receivable - miscellaneous	-	-	-
126	Accounts receivable - tenants	562	-	-
126.1	Allowance for doubtful accounts - tenants	(506)	-	-
120	Total receivables, net of allowance for doubtful accounts	56	-	6,551
132	Investments - restricted	-	-	-
142	Prepaid expenses and other assets	21	-	-
144	Inter program - due from	6,551	-	-
150	Total Current Assets	436,247	-	6,551
161	Land	316,100	-	-
162	Buildings	1,776,452	-	-
163	Furniture, equipment and machinery - dwellings	-	-	-
164	Furniture, equipment and machinery - administration	4,700	-	-
166	Accumulated depreciation	(1,303,675)	-	-
160	Total capital assets, net of accumulated depreciation	793,577	-	-
174	Other assets	-	-	-
180	Total Non-current Assets	793,577	-	-
190	Total Assets	1,229,824	-	6,551
311	Bank overdraft	-	-	-
312	Accounts payable <= 90 days	2,771	-	-
321	Accrued wage/payroll taxes payable	399	-	-
322	Accrued compensated absences - current portion	-	-	-
341	Tenant security deposits	6,150	-	-
342	Deferred revenue	985	-	-
343	Current portion of long-term debt - capital projects/mortgage revenue bonds	-	-	-
345	Other current liabilities	3,299	-	-
346	Accrued liabilities - other	80	-	-
347	Inter program - due to	23,394	-	6,551
310	Total Current Liabilities	37,078	-	6,551
351	Capital Projects/ Mortgage Revenue Bonds	-	-	-
353	Non-current liabilities - other	-	-	-
354	Accrued compensated absences- Non-current	-	-	-
350	Total Non-current liabilities	-	-	-
300	Total Liabilities	37,078	-	6,551
508.1	Invested in capital assets, net of related debt	793,577	-	-
511.1	Restricted Net Assets	-	-	-
512.1	Unrestricted Net Assets	399,169	-	-
513	Total Equity/Net Assets	1,192,746	-	-
600	Total Liabilities and Equity/Net assets	\$ 1,229,824	\$ -	\$ 6,551

			10.427	14.871	14.DVP	
Bus. Activ - Land Palo Alto & Miller's Pond/Bear Springs	State/Local-Admin Building Fund	Component Unit- Bexar Mgt & Dev Corp	Rural Rental Assistance Payments	Housing Choice Vouchers	Disaster Voucher Program	Total
\$ 389,723	\$ -	\$ 410,714	\$ 40,670	\$ 466,256	\$ -	\$ 1,733,683
-	-	-	196,595	1,505,415	-	1,705,309
69,243	-	-	9,658	-	-	78,901
458,966	-	410,714	246,923	1,971,671	-	3,517,893
-	-	-	-	-	34,084	40,635
-	-	-	7,283	-	-	7,283
173,544	-	14,279	-	-	-	187,823
5,888	-	-	940	-	-	7,390
-	-	-	-	-	-	(506)
179,432	-	14,279	8,223	-	34,084	242,625
724,328	-	-	-	-	-	724,328
16,234	-	-	2,301	3,781	-	22,337
241,961	-	-	3,166	125,752	-	377,430
1,620,921	-	424,993	260,613	2,101,204	34,084	4,884,613
3,326,969	-	-	111,860	-	-	3,754,929
2,727,697	-	-	2,239,480	-	-	6,743,629
94,287	-	-	114,724	-	-	209,011
359,622	-	-	34,615	29,892	-	428,829
(1,928,123)	-	-	(1,649,431)	(25,409)	-	(4,906,638)
4,580,452	-	-	851,248	4,483	-	6,229,760
64,995	-	-	-	-	-	64,995
4,645,447	-	-	851,248	4,483	-	6,294,755
6,266,368	-	424,993	1,111,861	2,105,687	34,084	11,179,368
-	-	-	-	-	-	-
6,700	-	13,965	1,902	-	-	25,338
14,063	-	-	3,406	21,716	-	39,584
-	-	-	-	1,491	-	1,491
19,600	-	-	10,498	-	-	36,248
18,072	-	30,000	238	-	-	49,295
93,500	-	-	-	-	-	93,500
84,650	-	-	-	51,103	-	139,052
2,813	-	-	681	4,641	-	8,215
48,260	-	242,850	22,291	-	34,084	377,430
287,658	-	286,815	39,016	78,951	34,084	770,153
1,377,000	-	-	67,125	-	-	1,444,125
2,286,341	-	-	-	65,354	-	2,351,695
-	-	-	-	-	-	-
3,663,341	-	-	67,125	65,354	-	3,795,820
3,950,999	-	286,815	106,141	144,305	34,084	4,565,973
917,356	-	-	784,124	-	-	2,495,057
724,328	-	-	196,595	1,388,958	-	2,309,881
673,685	-	138,178	25,001	572,424	-	1,808,457
2,315,369	-	138,178	1,005,720	1,961,382	-	6,613,395
\$ 6,266,368	\$ -	\$ 424,993	\$ 1,111,861	\$ 2,105,687	\$ 34,084	\$ 11,179,368

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

FINANCIAL DATA SCHEDULE

Year Ended June 30, 2010

Line Item No.	Description	14.850	14.872	14.885
		Operating Fund Program	Capital Fund Program	Formula Capital Fund Stimulus Grant
70300	Net tenant rental revenue	\$ 127,328	\$ -	\$ -
70400	Tenant revenue - other	-	-	-
70500	Total Tenant Revenue	127,328	-	-
70600-010	Housing assistance payments	-	-	-
70600-020	Ongoing Administrative Fees Earned	-	-	-
70600	HUD PHA operating grants	52,842	60,586	27,881
70610	Capital Grants	-	-	36,392
70800	Other government grants	-	-	-
71100	Investment income - unrestricted	1,419	-	-
71400	Fraud recovery	-	-	-
71500	Other revenue	10	-	-
716000	Gain on Sale of Capital Assets	-	-	-
72000	Investment income - restricted	-	-	-
70000	Total Revenue	181,599	60,586	64,273
91100	Administrative salaries	4,345	-	-
91200	Auditing fees	2,876	-	-
91300	Management Fee	-	-	-
91310	Book-Keeping Fee	-	-	-
91400	Advertising and Marketing	-	-	-
91500	Employee benefit contributions - administrative	2,540	-	-
91600	Office Expenses	8,226	-	-
91700	Legal Expense	242	-	-
91800	Travel	450	-	-
91900	Other	358	-	536
91000	Total Operating-Administrative	19,037	-	536
92400	Tenant services - other	6,128	-	-
92500	Total Tenant Services	6,128	-	-
93100	Water	-	-	-
93200	Electricity	-	-	-
93000	Total Utilities	-	-	-
94100	Ordinary maintenance and operations - labor	24,951	-	-
94200	Ordinary maintenance and operations - materials and other	4,133	-	-
94300	Ordinary Maintenance and Operations Contracts	20,748	-	-
94500	Employee benefit contribution - ordinary maintenance	2,884	-	-
94000	Total Maintenance	52,716	-	-
95200	Protective services - other contract costs	-	-	-
95000	Total Protective Services	-	-	-
96110	Property Insurance	9,436	-	-
96120	Liability Insurance	4	-	-
96130	Workmen's Compensation	89	-	-
96140	All Other Insurance	9	-	-
96100	Total Insurance Premiums	9,538	-	-

			10.427	14.871	14.DVP	
Bus. Activ - Land Palo Alto & Miller's Pond/Bear Springs	State/Local-Admin Building Fund	Component Unit- Bexar Mgt & Dev Corp	Rural Rental Assistance Payments	Housing Choice Vouchers	Disaster Voucher Program	Total
\$ 1,099,942	\$ -	\$ -	\$ 118,945	\$ -	\$ -	\$ 1,346,215
16,338	-	-	-	-	-	16,338
1,116,280	-	-	118,945	-	-	1,362,553
-	-	-	-	11,264,024	-	11,264,024
-	-	-	-	1,068,665	-	1,068,665
-	-	-	-	-	-	141,309
-	-	-	-	-	-	36,392
-	-	-	106,416	-	-	106,416
13	-	10	-	67	-	1,509
-	-	-	-	19,223	-	19,223
95,684	-	7,245	-	12,392	-	115,331
-	-	-	-	-	-	-
-	-	-	5	-	-	5
1,211,977	-	7,255	225,366	12,364,371	-	14,115,427
110,967	-	-	28,097	415,886	-	559,295
26,262	-	-	2,876	49,050	-	81,064
-	-	-	-	-	-	-
656	-	-	-	26,422	-	27,078
-	-	-	2,888	3,072	-	5,960
52,250	-	2,216	5,152	138,065	-	200,223
64,313	-	-	5,389	128,696	-	206,624
2,570	-	41,689	122	49,262	-	93,885
42	-	-	703	6,861	-	8,056
1,662	-	59,889	12,338	201,157	-	275,940
258,722	-	103,794	57,565	1,018,471	-	1,458,125
-	-	-	-	-	-	6,128
-	-	-	-	-	-	6,128
127,508	-	-	1,867	-	-	129,375
26,087	-	-	5,133	-	-	31,220
153,595	-	-	7,000	-	-	160,595
109,212	-	-	29,934	2,044	-	166,141
127,293	-	-	22,615	1,395	-	155,436
38,842	-	-	51,989	3,425	-	115,004
20,576	-	-	5,891	-	-	29,351
295,923	-	-	110,429	6,864	-	465,932
30,876	-	-	-	-	-	30,876
30,876	-	-	-	-	-	30,876
18,673	-	-	7,242	-	-	35,351
2,159	-	-	785	-	-	2,948
1,392	-	-	239	2,821	-	4,541
2,314	-	-	1,239	176	-	3,738
24,538	-	-	9,505	2,997	-	46,578

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

FINANCIAL DATA SCHEDULE

Year Ended June 30, 2010

Line Item No.	Description	14.850	14.872	14.885
		Operating Fund Program	Capital Fund Program	Formula Capital Fund Stimulus Grant
96200	Other General Expenses	-	-	-
96210	Compensated absences	-	-	-
96400	Bad debt - tenant rents	-	-	-
96000	Total Other General Expenses	-	-	-
96710	Interest of Mortgage (or Bonds) Payable	-	-	-
96730	Amortization of Bond Issue Costs	-	-	-
96700	Total Interest Expense and Amortization Cost	-	-	-
96900	Total Operating Expenses	87,419	-	536
97000	Excess Revenue Over Operating Expenses	94,180	60,586	63,737
97100	Extraordinary maintenance	-	-	27,345
97300-050	All Other	-	-	-
97300	Housing assistance payments	-	-	-
97400	Depreciation expense	58,603	-	-
90000	Total Expenses	146,022	-	27,881
10010	Operating transfer in	96,978	-	-
10020	Operating transfer out	-	(60,586)	(36,392)
10070	Extraordinary Item	-	-	-
10100	Total other financing sources (uses)	96,978	(60,586)	(36,392)
10000	Excess (Deficiency) of Revenue Over (Under) Expenses	132,555	-	-
11020	Required Annual Debt Principal Payments	-	-	-
11030	Beginning equity	1,060,191	-	-
11040-010	Prior Period Adjustment	-	-	-
11040	Prior period adjustments, equity transfers, and correction of errors	-	-	-
11170-003	Administrative Fee Equity- Ending Balance	-	-	-
11180-003	Housing Assistance Payments Equity-Ending Balance	-	-	-
11190-210	Total ACC HCV Units	-	-	-
11190-220	Unfunded Units	-	-	-
11190-230	Other Adjustments	-	-	-
11190	Unit Months Available	360	-	-
11210	Number of Unit Months Leased	344	-	-
11640	Furniture & Equipment - Administrative Purchases	-	-	-

			10.427	14.871	14.DVP	
Bus. Activ - Land Palo Alto & Miller's Pond/Bear Springs	State/Local-Admin Building Fund	Component Unit- Bexar Mgt & Dev Corp	Rural Rental Assistance Payments	Housing Choice Vouchers	Disaster Voucher Program	Total
-	-	-	-	-	-	-
-	-	-	-	295	-	295
-	-	-	-	-	-	-
-	-	-	-	295	-	295
79,986	-	-	868	-	-	80,854
4,333	-	-	-	-	-	4,333
84,319	-	-	868	-	-	85,187
847,973	-	103,794	185,367	1,028,627	-	2,253,716
364,004	-	(96,539)	39,999	11,335,744	-	11,861,711
-	-	-	-	-	-	27,345
-	-	-	-	-	-	-
-	-	-	-	10,810,837	-	10,810,837
130,215	-	-	65,607	5,978	-	260,403
978,188	-	103,794	250,974	11,845,442	-	13,352,301
-	218,124	-	-	30,000	-	345,102
-	-	(248,124)	-	-	-	(345,102)
36,000	-	-	-	64,000	-	100,000
36,000	218,124	(248,124)	-	94,000	-	100,000
269,789	218,124	(344,663)	(25,608)	612,929	-	863,126
102,000	-	-	-	-	-	102,000
2,045,580	(218,124)	482,841	1,031,328	1,337,992	-	5,739,808
-	-	-	-	10,461	-	10,461
-	-	-	-	10,461	-	10,461
-	-	-	-	572,424	-	572,424
-	-	-	-	1,388,958	-	1,388,958
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
2,448	-	-	900	21,732	-	25,440
2,289	-	-	743	19,917	-	23,293
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SINGLE AUDIT INFORMATION

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CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners
Housing Authority of
Bexar County
San Antonio, Texas

We have audited the financial statements of the business-type activities, each major fund, and the aggregate remaining fund information of the Housing Authority of the Bexar County (Authority), as of and for the year ended June 30, 2010, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated May 16, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies.

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A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying summary schedule of prior audit findings (Findings 08-1 to 08-3) to be material weaknesses.

A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying summary schedule of prior audit findings (Findings 08-4 to 08-5) to be significant deficiencies.

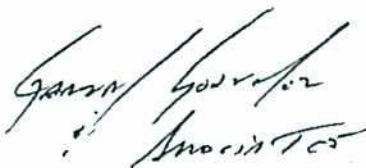
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying summary schedule of prior audit findings as Finding 08-6.

We noted other matters that we reported to management of the Authority in a separate letter dated May 16, 2011.

The Authority's response to the findings identified in our audit is described in the accompanying corrective action plan. We did not audit Authority's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Board of Commissioners, management and appropriate federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read "Garcia/Gonzalez" with "Auditor" written below it.

May 16, 2011

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Garza/Gonzalez & Associates

CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Commissioners
Housing Authority of
Bexar County
San Antonio, Texas

Compliance

We have audited the compliance of the Housing Authority of Bexar County (the Authority) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2010. The Authority's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Authority's compliance with those requirements.

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In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2010. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying summary schedule of prior audit findings as Finding 08-6.

Internal Control Over Compliance

The management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of significant deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

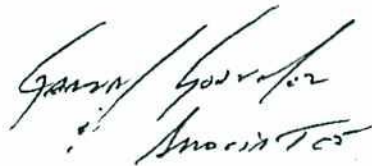
Our consideration of internal control over compliance was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We identified a certain deficiency in internal control over compliance that we consider to be a material weakness as described in the accompanying summary schedule of prior audit findings as Finding 08-6.

The Authority's responses to the findings identified in our audit are described in the accompanying corrective action plan. We did not audit the Authority's responses and accordingly, we express no opinion on them.

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We noted certain matters that we reported to management of the Authority in a separate letter dated May 16, 2011.

This report is intended solely for the information and use of the Board of Commissioners, management and appropriate federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read "Gary L. Gorman". The signature is written in a cursive, flowing style with a large initial "G".

May 16, 2011

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HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2010

<u>Federal Grantor / Program Title</u>	<u>Federal CFDA Number</u>	<u>Grant / Contract Number</u>	<u>Federal Expenditures</u>
United States Department of Housing & Urban Development			
Direct programs:			
Public and Indian Housing	14.850	TX45200000108D	\$ 52,842
Section 8 Housing Choice Vouchers	14.871	FWV4103	12,332,689
Public Housing Capital Fund	14.872	TX59P45250107	60,586
ARRA - Public Housing Capital Fund - Formula	14.885	TX59S45250109	<u>64,273</u>
Total United States Department of Housing & Urban Development			<u>12,510,390</u>
United States Department of Agriculture			
Direct Programs:			
Farm Labor Housing Loans and Grants	10.405	49-15-741854314 003	64,598
Farm Labor Housing Loans and Grants	10.405	49-15-741854314 004	<u>2,528</u>
Total Farm Labor Housing Loans and Grants			67,126
Rural Rental Assistance Payments	10.427	49-15-748016156-016	<u>106,416</u>
Total United States Department of Agriculture			<u>173,542</u>
Total Federal Assistance			<u>\$ 12,683,932</u>

See accompanying notes to Schedule of Expenditures of Federal Awards.

HOUSING AUTHORITY OF BEXAR COUNTY
San Antonio, Texas

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended June 30, 2010

Note 1 – Basis of Presentation

1. The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Housing Authority of Bexar County and is presented on the accrual basis of accounting. The information on this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.
2. Expenditures for the Farm Labor Housing Loans and Grants – CFDA No. 10.405 represent the outstanding loan balances as of June 30, 2010.
3. A reconciliation of the Schedule of Expenditures of Federal Awards to amounts recorded as grant revenue is as follows:

Total Expenditures per Schedule of Expenditures of Federal Awards	\$ 12,683,931
Less: Farm Labor Housing Loans not recognized as revenue	<u>(67,125)</u>
Total	<u><u>\$ 12,616,806</u></u>

Per Statement of Revenues, Expenses and Changes in Net Assets:

HUD Operating Grants and HAP Contracts	\$ 12,473,998
Other Government Grants	106,416
Capital Grants	<u>36,392</u>
Total	<u><u>\$ 12,616,806</u></u>

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended June 30, 2010

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements			
	Type of auditor’s report issued:	Unqualified	
	Internal control over financial reporting: Material weakness(es) identified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Significant deficiency(ies) identified not considered to be material weaknesses?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Noncompliance material to financial statements noted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Federal Awards			
	Internal control over major programs: Material weakness(es) identified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Significant deficiency(ies) identified not considered to be material weaknesses?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Type of auditor’s report issued on compliance for major programs	Unqualified	
	Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section. 510(a)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Identification of Major Programs			
	CFDA Numbers(s)	Name of Federal Program or Cluster	
	10.405	Farm Labor Housing Loans and Grants	
	10.427	Rural Rental Assistance Payments	
	14.871	Section 8 Housing Choice Voucher	
	Dollar Threshold used to distinguish between Type A and Type B programs:		\$380,518
	Auditee qualified as low-risk auditee?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended June 30, 2010

SECTION II – FINANCIAL STATEMENT FINDINGS

See findings reported in Summary Schedule of Prior Year Findings as 08-1 through 08-5.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

See findings reported in Summary Schedule of Prior Year Finding as 08-6.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Finding No. 08-1: Financial Management System (Material Weakness in Internal Control over Financial Reporting)

Condition: The Authority did not maintain an effective system of internal controls, budgetary controls, or financial data necessary to prepare accurate and timely financial statements described as follows:

- The books of account for the Authority's ten (10) program funds are not consistently maintained.
- The responsibility of maintaining the books of account is divided between the contracted fee accountant and the Executive Director. The fee accountant maintains the books for three (3) funds: Section 8 Housing Choice Vouchers, Low Rent, and Capital Funds. The Executive Director maintains the books for three (3) funds: Bear Springs Apartments, Rural Housing Farm Labor, and Bexar Management & Development Corporation. No one maintains the books for the remaining four (4) funds, which have limited financial activity.
- The fee accountant prepares monthly financial statements for those funds for which the accountant is responsible; however, the statements are not provided to the Board for review.
- Monthly financial statements are not prepared or presented to the Board of Commissioners for the remaining funds.
- There are no written accounting policies and procedures available for our review.
- Budgets for all programs are not prepared and/or not approved by the Board of Commissioners.
- During the year, the Authority did not consistently prepare bank reconciliations for ten (10) of the sixteen (16) bank accounts.

Recommendation: We recommend the Authority hire a Chief Financial Officer or staff accountant who will be responsible for all Authority's fiscal activities. All books of account should be centralized using one accounting system. Budgets for all programs should be adopted and approved by the Board of Commissioners. Monthly financial statements to include a balance sheet and budget-to-actual comparisons should be prepared and formally presented to the Board. Accounting policies and procedures should be documented and maintained.

Current Status: Finding partially corrected. The books of account are maintained in Quickbooks except for Section 8 which is maintained in a separate accounting software. Bank reconciliations were not prepared timely during the year.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Finding No. 08-2: Segregation of Duties (Material Weakness in Internal Control over Financial Reporting)

Condition: There is inadequate segregation of duties since the Executive Director (ED) is responsible for paying bills, initiating and signing payroll and vendor checks, reconciling bank statements, and maintaining three general ledgers. Prior to July 2008, a signature stamp with two signatures was used by the former Executive Director to sign checks. Subsequent to that date, the current Executive Director will manually sign checks; however, she still maintains and uses the signature stamp for the second signature.

Recommendation: The responsibilities for check preparation, reconciling bank statements and maintaining the books of account should be segregated so that one person is not responsible for transactions from initiation to recording. Additionally, the signature stamp should be retained and used by a second person who is not responsible for signing checks. Checks over an approved threshold should be signed by a Board Member.

Current Status: Finding partially corrected. Throughout the year the Executive Director maintained responsibilities for all programs except Section 8.

Finding No. 08-3: Rural Housing Farm Labor Apartments – Tenant Accounting (Material Weakness in Internal Control over Financial Reporting) CFDA No. 10.427

Condition: Cash was accepted for the tenant rent payments at the Farm Labor Apartments. Pre-numbered receipts were not consistently provided to tenants when rents were paid. Tenant subsidiary records were not available for our review. Our reconciliation of tenant's rent charges compared to bank deposits indicated there was a \$59,124 unaccounted difference for the year ended June 30, 2008.

Recommendation: We recommend the Authority implement the proper controls and procedures to:

- ensure cash is not accepted
- issue pre-numbered receipts
- maintain subsidiary records
- reconcile the subsidiary records to the general ledger monthly
- prepare monthly budget to actual comparisons of revenues and expenses and provide to the Board of Commissioners.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Additionally, we recommend that the unaccounted difference be investigated. The proper agencies should be contacted where necessary.

Current Status: Finding not corrected. Additionally, based on the auditor's review in the current year, it was noted that amounts reported to the United States Department of Agriculture – Rural Development through the Management Interactive Network Connection (MINC) system are substantially incorrect. Data reported through this system serves as the basis for which rental assistance is received, therefore grant revenue may be understated. Based on the Farm Labor rent rolls, we estimate that the net rental revenue for the year should be \$181,022 while the amount recorded as revenue (cash basis) was \$118,384. This difference of \$62,638 represents a loss in revenues to Farm Labor due to a lack of internal controls and monitoring of tenant accounts.

Finding No. 08-4: Property Management (Significant Deficiency in Internal Control over Financial Reporting)

Condition: Our review of capital assets indicated the following:

- The capital asset policy does not identify the different types of assets which are considered capital assets.
- A physical inventory count of capital assets has not occurred.
- The capital asset subsidiary ledger lacks sufficient detailed information to accurately identify individual capital assets, includes assets which do not meet the capitalization threshold, and did not include the current year additions.
- The furniture & equipment useful lives may not be reasonable since a significant portion are fully depreciated and are still in use.

Recommendation: We recommend the Authority:

- Perform a complete physical inventory count of capital assets at least every two years.
- Review the capital asset subsidiary ledger and revise it to ensure it includes all necessary information in sufficient detail to identify individual capital assets that meet the capitalization threshold.
- Revise the capital asset policy to identify the different types of assets which are considered capital assets.
- Review the useful lives of the asset classes to ensure the useful lives are reasonable.

Current Status: Finding not corrected.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Finding No. 08-5: Bear Springs Tenant Accounting (Significant Deficiency in Internal Control over Financial Reporting) CFDA No. N/A

Condition: Our review of the monthly rent roll indicated the rent roll does not include additional charges incurred by the tenant. In addition, in the event a tenant moves out and a balance is owed to the Authority, after thirty (30) days, the manager closes the tenant's ledger account, forwards the balance to a collection agency, and removes the tenant from the rent roll; however, the necessary journal entries to recognize the additional charges and write offs to adjust the general ledger are not made.

Recommendation: We recommend the Authority implement procedures to include the additional charges in the rent roll to ensure the rent roll and the tenant ledger agree. In addition, we recommend the Authority implement a tracking system of the amounts remitted to the collections agency and make the appropriate adjustments to the general ledger.

Current Status: Finding not corrected.

Finding No. 08-6: The Family Self Sufficiency (FSS) Program (Material Weakness in Internal Control over Compliance) CFDA No. 14.850 & 14.871

Condition: We noted a FSS subsidiary of tenant balances was not maintained and thus not readily available for our review. Staff subsequently reconstructed the activity and prepared a list of participants indicating that an approximate total amount of \$320,000 is owed to tenants as of June 30, 2008 and was not recorded as a liability in the books of account. We also noted that a separate FSS interest bearing account was not maintained and annual statements are not provided to FSS participants.

Recommendation: We recommend the Authority develop and maintain a FSS subsidiary ledger, open and maintain a separate FSS interest bearing bank account, and provide periodic statements to FSS participants to ensure compliance with the HUD requirements. The subsidiary ledger should be reconciled to the general ledger on a monthly basis.

Current Status: Finding not corrected. A separate interest bearing account had not been established as of June 30, 2010. Significant adjustments were required to reconcile the FSS account balances to the general ledger.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Finding No. 08-7: Penalties and Interest (Significant Deficiency in Internal Control over Compliance) CFDA No. 14.871

Condition: During the year, the Authority did not submit the reports to the Internal Revenue Service (IRS) within the required timeframe (30 days following the end of the reporting quarter) and as a result, the Authority incurred IRS penalties and interest.

Recommendation: We recommend the Authority implement the proper controls to ensure the reports are submitted within the required timeframe to avoid the penalties and interest payments which are unallowable under OMB Circular A-87.

Current Status: Finding corrected. We noted no penalties and interest assessed or paid related to the current year.

Finding No. 08-8: Payroll Documentation (Significant Deficiency in Internal Control over Compliance) CFDA No. 14.850, 14.871, & 10.427

Condition: Although it appears payroll charges are reasonable, employees do not document time spent on each program for split-funded employees. Semi-annual certifications/personnel activity reports for 100% federally charged employees are not prepared.

Recommendation: Biweekly timesheets should reflect actual time spent for each program. Payroll costs should be charged to each fund based on actual time spent on the program.

Current Status: Finding corrected.

Finding No. 09-01: Allowable Costs (Significant Deficiency in Internal Control Over Compliance) CFDA No. 14.871

2010 Status: Reported in a separate letter to management.

Condition: Based on our review of payments that occurred during the year ended June 30, 2009 we noted \$38,856 in payments which do not appear to be necessary and reasonable for the administration of the Section 8 program, or were not properly supported.

In addition, in some instances the Authority's legal counsel accompanied board members on out of town seminars/conferences at the Authority's cost. The Authority should obtain clarification regarding the allowability of these costs directly from HUD.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2010

Recommendation: We recommend that the Authority reimburse the Section 8 program from non-federal sources, or provide adequate documentation to support these expenses, and ensure that future payments from Section 8 are for costs that are necessary and reasonable for the proper administration of the program, and are properly supported.

Current Status: Finding partially corrected. We noted no unallowable costs charged to the Section 8 program in the current year, however the Authority has not obtained clarification regarding the allowability of the out of town expenses.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

CORRECTIVE ACTION PLAN

Year Ended June 30, 2010

Finding No. 08-1: Financial Management System (Material Weakness in Internal Control over Financial Reporting)

Contact Person: COO/Accountant

Planned Action:

The Housing Authority of Bexar County executive director has added a Chief Operations Officer and an Accountant. As a result, several changes are being made. First, the Authority is looking to use one centralized accounting system. In addition, the Authority has implemented accounting policies and procedures. This action has been adopted by the board to correct prior findings dealing with material weakness in internal control, along with financial reporting. The bank reconciliation reports are now being prepared timely with and being forwarded to the COO and Executive Director for review. In addition, the Authority is in the process of procuring a new accounting software program, with implementation by September 30, 2011.

Anticipated Completion Date: September 30, 2011

Finding No. 08-2: Segregation of Duties (Material Weakness in Internal Control over Financial Reporting)

Contact Person: COO/Accountant

Planned Action:

The current administration has implemented the recommendations for segregation of duties as follows: (1) The accounting clerk is entering the accounts payable. (2) The accountant is printing all checks and reviewing all expenses. (3) The checks are currently being reviewed by the Executive Director and the COO. (4) Checks are then signed by the Executive Director and the Chairman. We are not currently using a signature stamp that has been suspended as internal controls are being implemented.

Anticipated Completion Date: These changes are currently in effect.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

CORRECTIVE ACTION PLAN

Year Ended June 30, 2010

Finding No. 08-3: Rural Housing Farm Labor Apartments – Tenant Accounting (Material Weakness in Internal Control over Financial Reporting) CFDA No. 10.427

Contact Person: COO/Accountant

Planned Action: The accountant is currently reviewing Excel rent rolls and verifying that checks or money orders received match receipts that are given to tenants and recorded in tenant ledger card and the excel rent roll files. As mentioned earlier, the Authority is planning to implement new accounting system by September 30, 2011 which will record payments that are received and post to accounts receivable subsidiary ledger and post to general ledger.

Anticipated Completion Date: With the exception of the new accounting system, these changes are currently in effect.

Finding No. 08-4: Property Management (Significant Deficiency in Internal Control over Financial Reporting)

Contact Person: COO/Accountant

Planned Action: We have created a fixed asset log which will keep track of depreciable assets. The Authority is in the process of completing an inventory count of capital assets.

Anticipated Completion Date: These changes are currently in effect.

Finding No. 08-5: Bear Springs Tenant Accounting (Significant Deficiency in Internal Control over Financial Reporting) CFDA No. N/A

Contact Person: COO/Accountant

Planned Action: The Authority has employed a manager to manage the Bear Springs complex. The Authority is currently reviewing excel rent rolls and verifying that checks received match receipts that are given to tenants and are recorded in the tenants ledger card and excel rent roll files. The Authority will adapt a new accounting system that will record payments receive and post to accounts receivable subsidiary ledger and post to general ledger.

Anticipated Completion Date: With the exception of the new accounting system, these changes are currently in effect.

HOUSING AUTHORITY OF THE BEXAR COUNTY
San Antonio, Texas

CORRECTIVE ACTION PLAN

Year Ended June 30, 2010

Finding No. 08-6: The Family Self Sufficiency (FSS) Program (Material Weakness in Internal Control over Compliance) CFDA No. 14.850 & 14.871

Contact Person: COO/Accountant

Planned Action: All FSS participant escrow accounts have been reviewed and corrected by the FSS Coordinator and the accountant to reflect the correct balances. FSS escrow accounts and balances are updated monthly. FSS participants will begin to receive monthly statements showing their balances. Amounts owed to FSS participants that are owed within one year and longer have been recorded on the balance sheet.

Anticipated Completion Date: These changes are currently in effect.

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**HOUSING AUTHORITY OF
BEXAR COUNTY**

**SCATTERED SITE
PROGRAM**

ADMISSIONS & OCCUPANCY POLICY

TABLE OF CONTENTS

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SECTION II	-	Waiting List
SECTION III	-	Eligibility For Admission
SECTION IV	-	Selection For Tenancy
SECTION V	-	Occupancy Standards
SECTION VI	-	Processing Applications
SECTION VII	-	Verifying Family Circumstances
SECTION VIII	-	Methods Of Verification
SECTION IX	-	Computing Income After Allowances
SECTION X	-	Flat Rents
SECTION XI	-	Security Deposits
SECTION XII	-	Lease-Up
SECTION XIII	-	Re-Examination
SECTION XIV	-	Rent Collection Requirements
SECTION XV	-	Inspection & Maintenance
SECTION XVI	-	Termination Of Tenancy & Eviction
SECTION XVII	-	Grievance & Hearing Procedures
SECTION XVIII	-	Pet Policy
EXHIBITS	-	A. Low Rent Dwelling Lease B. Security Deposit Addendum C. Schedule of Maintenance Charges D. Utility Allowance Schedule E. Declaration Of 214 Status F. Authorization For Release Of Information

SECTION I

GENERAL

All policies and procedures regarding management activities shall be established by the Commissioners of the Housing Authority of Bexar County in conformance with the United States Department of Housing and Urban Development requirements and regulations under Title 24 Part 960, and any other state, local, or federal regulations in effect. Additional procedures may be established by the Board of Commissioners from time to time to insure a sound business operation.

This Admissions and Occupancy Policy is intended as a guide for the use of staff concerned with the Administration of the Scattered Site Low-Rent Housing Program.

SECTION II

WAITING LIST

The HABC will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the "ONE STRIKE YOUR OUT POLICY".

ESTABLISHING AND MAINTAINING A WAITING LIST

It is the HABC's objective to ensure that families are placed in proper sequence on the waiting list and selected in accordance with set policies established for the low-rent housing program.

The waiting list contains the following information for each applicant listed:

- Date and Time of Pre-Application
- Applicant Name (to include middle and/or maiden name)
- Additional Household Members
- Current Address
- Telephone Number
- Date of Birth
- Social Security Numbers
- Income Sources
- Ethnic Designation for Head of Household

Individual families will be called off the site- based waiting list as units become available and according to bedroom size distribution.

The Housing and Urban /Rural Recovery Act of 1983 or HURRA resulted in most of the HUD regulation changes defining income, allowances and rent calculations. Only very low-income families (50% of the median income) are placed on the waiting list pending tenant selection.

The Housing Authority of Bexar County will allow LOW -INCOME families placement on the waiting list for Public Housing (low-rent - Scattered Site).

BROAD RANGE OF INCOME

Achieving a Broad range of income is a federal requirement. The HABC has assured that the Scattered Site Public Housing Program will include families with a broad range of income, generally **representative of the range of income** of lower income families in the Housing Authority's jurisdiction.

The 1990 Census shows that 66% of families in Bexar County are low income. The Housing Authority of Bexar County will concentrate in the outreach of low-income families.

SECTION III

ELIGIBILITY FOR ADMISSION

ELIGIBILITY FACTORS

The Housing Authority of Bexar County accepts applications for assistance only from families who head or spouse is at least 18 years of age or under 18 years of age but emancipated in accordance with state law.

Eligibility factors include:

- A family. Two or more persons sharing residency whose income resources are available to meet the family's needs and who are related by blood, marriage or operation of the law or who give evidence of a stable relationship which has existed over a given period of time
- Elderly Household. At least 62 years of age, disabled or handicapped and in accordance with occupancy guidelines for three and four-bedroom dwellings
- Who are related by blood, marriage or operations of the law or who give evidence of a stable relationship over a period of time
- All family members, six (6) years or older must provide their Social Security Number or certify they do not have one
- The household annual income may not exceed the low-income limits (80% of the median area income)
- All family members must furnish declaration of citizenship or eligible immigrants status and verification
- At least one family member of the applicant must be either an U.S. citizen or have eligible immigration status before the HABC may provide any financial assistance

Reasons for denial of admission may be based on the family's past history.

- Not meeting financial obligations, specifically rent payment habits
- Neighborhood disturbances
- Destruction of property
- Living or housekeeping habits which adversely affect the health, safety or welfare of the neighborhood
- Criminal activity, especially involving physical violence and/or drug related
- Currently owe rent or other amounts to a PHA in connection with any other Federal Housing Programs

MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of social security numbers for all family members age 6 and older prior to admission if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Persons who have not been issued a social security number must sign a certification that they have never been issued a social security number.

Persons who disclose their social security number but cannot provide identification must sign a certification and provide verification within sixty (60) days. Elderly persons must provide verification within one hundred twenty (120) days.

CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Individuals, who are neither, may elect to contend their status. Eligible immigrants are persons who are in one of the following immigrant categories:

- Immigrant status under sec. 101(a) or 101(a)(20) of INA 3
- Permanent residence under sec. 249 of INA 4
- Refugee asylum, or conditional entry status under sec. 207, 208 or 203 of INA 5
- Parole status under sec. 212(5) of INA 6
- Threat to life or freedom under sec. 245A of the INA 8

For the citizenship/eligibility immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All Members Ineligible

Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

Non-Citizen Students

Defined by HUD in the non-citizen regulations, not eligible for assistance.

Appeals

For this eligibility requirement, only the applicant is entitled to a hearing exactly like those provided for participants.

Verification of Status Before Admission

The HABC will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Criteria For Admission

The HABC will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for admission or denial of assistance.

The family must not have violated any family obligation during a previous participation in any Public Housing Rental Assistance Program for seven (7) years prior to final eligibility determination.

The HABC may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.

The family must pay in full any outstanding debt owed this PHA prior to participation in any Housing Program. There are no payment agreements.

The family must make arrangements to pay any outstanding debt owed another PHA as a result of prior participation in any federal housing program within thirty (30) days of the PHA's notice to repay.

The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before the HABC will allow participation in its Housing Programs.

The HABC will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the One-Strike Policy.

If any applicant deliberately misrepresents any information on which eligibility or tenant rent is established, the HABC will deny assistance and may refer the family file to the proper authorities to appropriate disposition.

Ineligible Families

Families who are determined to be ineligible will be notified in writing of the reason(s) for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizenship status.

Prohibited Admissions Criteria

Admission to the Scattered Site Housing Program may not be based on the following:

- Where the family lives before admission to the program
- Members of the family are unwed parents, recipients of public assistance, or children are born out of wedlock.
- A family includes children.
- Whether a family decides to participate in a family self-sufficiency program

SECTION IV

SELECTION FOR TENANCY

NON DISCRIMINATION

The Housing Authority of Bexar County shall not discriminate because of race, color, religion, national origin, sex, familial status, or handicapped/disabled status in the leasing, rental or other disposition of housing or related facilities (including land) included in any project or projects under its jurisdiction or in the use or occupancy thereof. The Housing Authority shall not, on account of race, color, religion, national origin, familial status, sex, or handicapped/disabled status, deny to any family the opportunity to lease or rent any dwelling in any such housing suitable to its needs.

STANDARDS

Relevant information respecting habits or practices to be considered may include, but is not limited to:

- 1.) A history of drug related criminal activity;
- 2.) An applicant's past performance in meeting financial obligations, especially rent;
- 3.) A record of disturbance of neighbors, destruction or property, or living or housekeeping habits at prior residence which may adversely affect the health, safety or welfare of other tenants; and
- 4.) A history of criminal activity involving crimes of physical violence affecting the health, safety or welfare of other tenants.

SECTION V

OCCUPANCY STANDARDS

The Housing Authority of Bexar County will assist as many families as possible without overcrowding, as well as make every reasonable effort in the outreach of low-income families.

The Housing Authority of Bexar County assigns no more than two people per bedroom using the occupancy standards and within the following guidelines:

- Persons of the opposite sex (other than spouse)
- Persons of different generations
- Unrelated adults
- Medical reasons
- Foster children will be included in determining unit size only if they will be in the unit for more than six months
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family
- Children over 6 years of age of the opposite sex
- Space may be provided for a child who is away at school but who lives with the family during the school year recess
- Space will not be provided for a family member, other than a spouse who will be absent most of the time, such as a member who is away in the military
- In considering bedroom distribution, the Housing Authority must determine whether a family member is permanently or temporarily absent from the household.

Exception to bedroom allocation:

The HABC shall grant exception upon written request from the applicant, as an accommodation for person with disabilities. The request must explain the need or justification for a larger bedroom. A medical professional must verify requests based on health related reasons.

The Fair Housing Amendments Act of 1988 and Section 504 prohibit the Housing Authority from dictating who shares a bedroom or sleeping room.

In determining unit size, the Housing Authority must include all children anticipated to live in the dwelling.

The following table for occupancy determines bedroom size distribution:

OCCUPANCY STANDARDS

		Persons In Household	
		<u>Minimum</u>	<u>Maximum</u>
3	BEDROOM	3	6
4	BEDROOM	4	8

SECTION VI

PROCESSING APPLICATIONS

- A. Applications will be accepted at 11803 Marbach Rd. Monday through Friday, between 9:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m. If all information needed is not provided at this time, an explanation will be given to each applicant and an appointment made for the applicant to submit their completed application and required documents to be signed or mailed out.
- B. A written application must be signed by both Head of Household and Spouse or Co-Tenant (if any), will be obtained from each family.
- C. All information relative to the Annual Income of the family, and assets will be verified and be part of the application.
- D. An application shall not be considered completed until the applicant has provided for the Housing Authority all necessary documentation in order for the Housing Authority to make a decision as to eligibility.
- E. If the Agency deems it necessary, the family will be charged \$10.00 to acquire information from the Texas Workforce Commission and \$7.00 per income year from the Internal Revenue Service.
- F. **Notification to Applicant:** The applicant who has submitted a completed application will be notified in writing that he or she has been selected, rejected, or placed on a waiting list.

SECTION VII

VERIFYING FAMILY CIRCUMSTANCES

The HABC will use the methods as set forth in this Admission and Occupancy Policy to verify family income, family composition, value of assets and other factors relating to eligibility determinations. In as much as possible, third party (independent) verifications sent by mail, are used. If third party verification is impossible, the HABC's last resort will be to accept notarized statements.

The HABC will not photocopy government checks, but instead will use a "Document Viewed or Person Contacted Form". Applicants and/or current participants are not allowed to hand carry or bring back "third party" verifications. Third party verifications are mailed directly to the third party source.

A. INCOME AND ALLOWANCES

Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted. Amounts derived from assets to any family member who has assets is also included as income.

ANNUAL INCOME

Is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Annual Income Includes:

Employment Income

- Full amount prior to payroll deductions
- Overtime
- Commissions
- Fees
- Bonuses

Income of Dependents

- Earnings in excess of \$480.00 for each full-time student 18 years of age or older is not included as income.
- Benefits and other non-earned income paid directly to minors is income.

Asset Income

- Interest, dividends, and net income from real or personal property
- Interest on savings

Military Pay

- Regular Pay
- Special Pay
- Allowances of a member of the armed forces whether or not living in the dwelling
- Exclude special hazardous duty pay when exposed to hostile fire.

Regular Contribution and Gifts

- Cash contributions paid on a regular basis
- Rent and utility payments made on behalf of the family

Periodic Payments and Allowances

- Social Security (full amount prior to Medicare deduction)
- Annuities
- Insurance Payments
- Pensions
- Disability
- Death Benefits
- Alimony and Child Support

Lump Sum Payments

- Lump-sum payments caused by delays in processing unemployment, or welfare assistance.

Income from a Business

- Net Income equals gross income less expenses
- Withdrawal of cash assets from a business (except when the withdrawal is for reimbursement of amounts the family has invested in the business).

Public Assistance

- Temporary Assistance to Needy Families (TANF)
- Supplemental Security Income (SSI)
- Public Assistance Income in as-paid localities

Income Charges from Welfare Program

- Rent is not reduced if welfare assistance is reduced due to:
 1. Fraud
 2. Failure to participate in economic self-sufficiency program
 3. Failure to comply with work activity requirements

Income Charges must be counted if welfare reduction is due to:

1. A lifetime limit on receiving benefits has expired.
2. The family has complied with welfare requirements but is unable to find employment.
3. The HABC will verify circumstances with the Texas Department of Human Services.
4. The HABC will enter into a cooperation agreement with the local welfare agency to obtain information regarding welfare sanctions.
5. Target economic self-sufficiency and other services to families.

Payment in Lieu of Earnings

- Unemployment
- Workers' Compensation
- Severance Pay

B. INCOME AVERAGING

When annual income cannot be anticipated for a full twelve months, the HABC will average the known sources of income that vary to compute the annual income.

Income averaging will be used for those families whose income fluctuates from month to month to estimate the income to compute. This process will reduce the number of interim adjustments.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used.

C. INCOME EXCLUSIONS

Income from Employment of Children

- Exclude earnings of children under the age of 18
- Include benefit income

Payments Received for Foster Children or Foster Adults

- Foster children have been placed by court order in foster home
- Foster adults are usually persons with disabilities, unrelated to the tenant and unable to live alone.

Lump Sum Additions to Family Assets (counted as assets)

- Deferred Payments
- Periodic amounts for SSI and SS benefits received in a lump sum amount
- Inheritances
- Insurance payments (to include health, accident, and workers' compensation)
- Capital Gains
- Settlement for personal or property losses

Medical Reimbursements

- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Income of a Live In Aide

Student Financial Aid

- The full amount of financial assistance paid directly to the student or to the educational institution.

Special Armed Forces Pay

- Payments received by a family member serving in the armed forces who is exposed to hostile fire.

Resident Service Stipends

- Not to exceed \$200.00 per month
- Received by a resident for performing a service for the PHA or owner
- Enhances the quality of life in the development

Such Services May Include But Are Not Limited To:

- Fire Patrol
- Hall Monitoring
- Lawn Maintenance
- Resident Initiative Coordination

No resident may receive more than one such stipend during the same period of time.

Sporadic Income

- Temporary, nonrecurring or sporadic income including gifts

Holocaust Reparation Payments

- Payments received from a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Earnings for Full-Time Students

- Earnings in excess of \$480.00 of each full-time student 18 years or older (excluding head or spouse)

Adoption Assistance Payments

- Exclude amounts in excess of \$480.00 per adopted child

Developmental Disability Care Payments

- Paid to family with a member who has a developmental disability
- Amounts received by the family to offset the cost necessary to keep the member at home

Refunds and Rebates for Property Taxes

- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

Plan for Achieving Self-Support (PASS)

- Exclude payments to disabled persons on SSI pursuing a PASS program

Other Publicly Assisted Programs

- Exclude amounts received by a participant in other publicly assisted programs, which are specifically for reimbursement of out-of-pocket expenses to allow participation in a specific program.
- Clothing

Special Equipment

- Transportation
- Child-Care

HUD Funded Training Programs

- Exclude all amounts received under any training programs funded by HUD, including income received under the Comprehensive Improvement Assistance Program.

Incremental Income From Employment Training Programs

- Applicable to Public Housing

- Exclude all incremental earnings and benefits resulting from participation in a qualifying State or Local employment-training program.
- Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment-training program.

To Qualify Under This Section, A Training Program Must:

- Have clearly defined goals and objectives
- Have a variety of components
- Take place in a series of sessions over a period of time
- Be designed to lead to a higher proficiency
- Enhance the individual's ability to obtain employment
- Have employment standards to measure proficiency

D. FEDERALLY MANDATED INCOME EXCLUSIONS

- Value of Food Stamps under the Food Stamp Act of 1977
- Domestic Volunteer Services Act of 1973
 1. VISTA – Volunteers in Service to America
 2. RSVP – Retired Senior Volunteer Program
 3. Foster Grandparents
 4. Senior Companions Programs
- Heating Assistance
 - Payments of allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- JTPA
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act.
- Americorps Living Allowance
- Indian Settlements/Trusts
 1. Payments received under the Maine Indian Claim Settlement Act of 1980
 2. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 3. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

- Title IV of the Higher Education Act of 1965
 - Amounts of scholarships funded under Title IV including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs Student Assistance.
- Agent Orange Settlements
 - Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation.
- Child Care and Development Block Grant Act of 1990
 - The value of any childcare provided or arranged or any amount received as payment for such care or reimbursement for costs incurred for such care under the CDBG Act of 1990.
- Earned Income Tax Refunds
- Title V of the Older Americans Act
 - This is the Senior Community Service Employment Program funded through the Department of Labor.
 - National contractors such as administer this program:
 - Green Thumb
 - AARP – American Association of Retired Persons
 - NCOA – National Council on Aging
 - US Forest Services
 - National Association for the Spanish Elderly

E. ASSETS AND ASSET INCOME

The value of assets may affect the family's TTP because of the requirement to impute income if assets are greater than \$5,000.00.

Income From Assets

- Net family assets of \$5,000.00 or less, the actual income from assets will be used as income.
- Net family assets greater than \$5,000.00, the HABC will use the greater of:
 - Actual income from assets or Imputed Income from assets based on the passbook savings rate approved by HUD. The current passbook savings rate is 2.00%.
- Current amounts in savings accounts
- Average balances for the last six months in checking accounts

- The HABC will disregard nominal amounts in a family's checking account that are required to meet the family day to day needs.
- Stocks, bonds, savings certificates, money market funds and other investment accounts
- Equity in real property or other capital investments
- Cash Value of life insurance policies
- Assets disposed of for less than the fair market value during the two years preceding examination or re-examination. The HABC will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than fair market value, but allows HABC to establish a threshold in the Admission & Occupancy Policy that will enable them to ignore amounts such as charitable contributions.

The HABC's minimum threshold for counting assets disposed of for less than fair market value is \$1,000.00. If the total amount of assets disposed of within a one-year period is less than \$1,000.00, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one-year period is more than \$1,000.00, all assets disposed of for less than fair market value will be counted as assets for two years from the date the asset was disposed of.

Verification of Assets

The HABC will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

The HABC will accept the following verification:

- Verification forms, letters, or documents from a financial institution or broker
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements, completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements
- Financial statements for business assets
- Copies of closing documents showing the selling price and the distribution of the sales proceeds

- The family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

F. ADJUSTED INCOME

Adjusted Income is defined as the annual income minus HUD allowable expenses and deductions. HUD has five allowable deductions from Annual Income.

- Dependent Allowance: \$480.00 for each family member (other than head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- Elderly/Disabled Allowance: \$400.00 per family whose head or spouse is 62 years of age or over or disabled.
- Allowable Medical Expense: Current medical expenses of an ongoing nature in excess of 3% of the Gross Annual Income. This deduction is only given to an elderly/disabled family. Non-prescription drugs must be doctor-recommended to be considered a medical expense.
 - Child Care Expenses: Deducted for the care of children under 13 years of age, when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
 - Childcare expenses will not be allowed if there is an adult household member capable of caring for the child.
 - Child care to work: The maximum child care expense allowed must be less than the amount earned.
 - Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.
- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

G. MINIMUM RENT

The minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays toward rent and utilities.

By Board Resolution, The Housing Authority of Bexar County Board of Commissioners voted to incorporate into the HABC's Admission & Occupancy Policy a minimum rent of \$25.00, in accordance with PIH Notice 96-7 and Public Law No. 04-99.

Hardship Requests for an Exception to Minimum Rent

The HABC recognizes that in some circumstances even the minimum rent may create a financial hardship for families.

As set forth by the Quality Housing and Work Responsibility Act of 1998, the HABC will review all relevant circumstances brought before the agency regarding financial hardship as it applies to minimum rent and determine whether the family qualifies for a Hardship Exception.

Criteria for Hardship Exception

In order to qualify for a Hardship Exception, the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting eligibility determination for Federal, State, or Local assistance;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including:
 - Loss of employment
 - Death in the family

In addition to HUD hardships, the HABC has added this hardship qualification:

- Adult family member responsible for 50% of the family income leaves the household for longer than 3 months.

Notification to Families of Right to Hardship Exception

The HABC will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or flat rent.

The HABC will notify families that hardship exception determinations are subject to HABC review and hearing procedures.

All requests for rent hardship exceptions must be made in writing and proof of financial hardship is required.

The HABC will use the agency's standard verification procedures to verify circumstances, which have resulted in financial hardship.

Suspension of Minimum Rent

The HABC will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the HABC determines whether the hardship is:

- Covered by statute
- Temporary or long term

"Suspension" means that the HABC must not use the minimum rent calculation until the HABC has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the HABC determines that the minimum rent is not covered by statute, the agency will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the HABC determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The HABC will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

Long Term Duration Hardships

If the HABC determines that there is a qualifying long term financial hardship, the HABC must exempt the family from the minimum rent requirements.

Retroactive Determination

The HABC will reimburse the family for any minimum rent charges, which took effect after October 21, 1998, that qualified for one of the mandatory exceptions.

H. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The HABC must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HABC must count the income of the spouse or the head of household if that person is temporarily absent, even if that person is not on the lease. Temporarily is defined as away from the unit for more than 30 days, less than 90 days.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition.

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for a period of three months or 90 days.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HABC will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HABC's "Absence of Entire Family" policy.

Absence Due to Full Time Student Status

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, and the member will not be included on the lease.

Absence Due to Incarceration

If the sole member or any other member of the household is incarcerated for more than 90 consecutive days, (a three-month period) he/she will be considered permanently absent. The HABC will research and determine if the reason for incarceration is for drug-related or violent activity.

Absence of Entire Family

The HABC addresses two situations under "Absence of Entire Family":

1. The family is absent from the unit, but has not moved out.
2. The family has moved out of the unit.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

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If the sole member or any other member of the household is incarcerated for more than 90 consecutive days, (a three-month period) he/she will be considered permanently absent. The HABC will research and determine if the reason for incarceration is for drug-related or violent activity.

Absence of Entire Family

The HABC addresses two situations under "Absence of Entire Family":

1. The family is absent from the unit, but has not moved out.
2. The family has moved out of the unit.

Families are required to notify the HABC by giving the agency 30 (thirty) day written notice of their intent to vacate the unit, in accordance with their lease agreement.

Families are required to notify the HABC in writing about any family absence from the unit for more than thirty days. The HABC must be notified 5 days prior to absence.

If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. This determination will be made after all factors have been taken into consideration such as:

- Returned correspondence
- Verify if utilities are in service
- Check with Post Office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed 180 consecutive calendar days.

The HABC may reinstate the family based on the following condition:

- The absence was due to a person's disability

The HABC may reinstate the family:

- The HABC can verify the persons ability to notify the HABC of their absence
- The period of absence was within 180 days

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HABC will treat that adult as a visitor for the first ninety days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Lease will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HABC will review the status at thirty-day intervals.

If custody is awarded for a limited time in excess of stated period, the HABC will state in writing that the transfer of the Lease is for that limited time or as long as they have custody of the children. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

Families are required to notify the HABC by giving the agency 30 (thirty) day written notice of their intent to vacate the unit, in accordance with their lease agreement.

Families are required to notify the HABC in writing about any family absence from the unit for more than thirty days. The HABC must be notified 5 days prior to absence.

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- Returned correspondence
- Verify if utilities are in service
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If the appropriate agency cannot confirm the guardianship status of the caretaker, the HABC will review the status at thirty-day intervals.

If custody is awarded for a limited time in excess of stated period, the HABC will state in writing that the transfer of the Lease is for that limited time or as long as they have custody of the children. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The HABC may transfer the Lease to the caretaker, in the absence of a court order, if the caretaker has been in the unit for a maximum of 180 days and it is reasonable to expect that custody will be granted.

Should the HABC approve a person to reside in the unit as caretaker, the income should be counted pending a final decision. The HABC will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than three months, the person will be considered permanently absent.

Visitors

Any adult not included on the Lease who has been in the unit more than thirty consecutive days without HABC approval, will be considered to be living in the unit as unauthorized household member.

- Statements from neighbors will be considered in making a determination.
- The use of the unit address as the visitor's current residence shall be construed as permanent residence.
- The burden of proof that the individual is a visitor rest on the family. In the absence of any proof, the individual will be considered an unauthorized member of the household and the HABC will terminate eligibility, based on the family's failure to report a change in family composition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to sixty days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than sixty days per year, the minor will be considered to be an eligible visitor and not a family member.

I. REPORTING CHANGES IN FAMILY COMPOSITION

A family must report changes in family composition, in accordance with HUD requirements.

The family obligations require the family to request HABC approval to add any other family member as an occupant of the unit and to inform the HABC of the birth, adoption or court-awarded custody of a child.

If a family member leaves the household, the family must report this change to the HABC.

The HABC must conduct an interim re-examination for any additions or deletions to the household and evaluate if these changes will affect the Total Tenant Payment and proceed according to interim policy.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HABC will calculate the income as follows:

- Exclude the income and deductions if his/her income goes directly to the facility
- Include the income and deductions if his/her income goes directly to a family member

K. REGULAR CONTRIBUTIONS AND GIFTS

The HABC will include as income, regular contributions and gifts received on a monthly basis. This includes rent and utility payments made on behalf of the family and other cash contributions.

Casual or sporadic contributions are excluded from Annual Income.

L. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HABC will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided:

- Verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency.

M. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The HABC's utility allowance schedule includes the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The HABC may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The HABC classifies utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; [other electric], refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

A tenant-paid air conditioning allowance will be provided throughout our jurisdiction.

The HABC will review the utility allowance schedule annually. If the review determines that the utility rate changed by 10 percent or more since the last revision of the utility allowance scheduled, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next re-examination.

The utility allowance is based on the actual unit size.

SECTION VIII

METHODS OF VERIFICATION

1. 3RD Party Independent Verification will be used whenever possible to gather information relative to income, assets and preference rating. When this is not possible, HABC must document why other method was used.

- a.) **Written**

- Must be mailed directly
- Must include a statement of the purpose of inquiry
- Must be signed by applicant permitting release of information

- b.) **Oral**

- Telephone contact
- In-person contact by HABC Staff
- Must be properly documented as to time, date, who provided information etc.
- Must be signed by HABC Staff who made contact

2. **Use of IRS and TWC Data**

- a.) Must have written permission from applicant
- b.) This is helpful in detecting fraud

3. **Review of Documents:** Substitute method only when third party verification is impossible.

- Can be used to provide provisional determination subject to third party verification
- Can be used to confirm applicant's statement when source will not provide required verification within four weeks period.
- Applicable documents may be photocopied except when prohibited by law (i.e. government checks)
- HABC Staff reviewing documents can list appropriate facts obtained and sign/date applicable form.

4. **Notarized Statements**

- Least acceptable form of verification.
- Only used when all else fails.
- For Farm Labor Income Verification, notarized Statements may be the only source available.

5. **Other Sources of Information:** Sources of information may include, but are not limited to the applicant (by means of interviews or home visits), landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances.
6. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

For example:

- a.) Evidence of rehabilitation;
 - b.) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs;
 - c.) Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
7. Verified information will be analyzed and a determination will be made with respect to the following:
 - a.) Eligibility of applicant as a farm laborer;
 - b.) Eligibility of applicant as a family;
 - c.) Eligibility of applicant with respect to income limits for admission;
 - d.) Eligibility of applicant with respect to net assets;
 - e.) Size of units required for the family; and
 - f.) Legal citizenship status.

SECTION IX

COMPUTING INCOME AFTER ALLOWANCES

Income after allowances is Annual Income less applicable allowances for Medical expenses, Child Care expenses and for Dependents.

A. Total Medical Expenses Include:

- Anticipated expenses over the next 12 months which are not served by insurance;
- Payments in accumulated Medical bills;
- Dental expenses;
- Prescription Medicine;
- Transportation expenses directly related to medical treatment;
- Eyeglasses;
- Hearing aids and batteries; and
- Cost of Live in Assistant (must be unrelated household member).

Medical expenses are allowable only for **Elderly Families** and include only expenses in excess of 3% of Annual Income.

B. Child Care expenses are amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which Annual Income is computed.

- Deduction only allowed when care is necessary to enable a family member to be gainfully employed or to further his/her education.
- Allowable must not exceed amount earned.

C. Allowances for dependents is \$480.00 and include the following:

- Minors aged 17 or under.
- Disabled or handicapped person other than family head or spouse.
- Full-time students who are not the household head or spouse but are 18 or older.
- Foster children do not qualify for deduction.

D. Deduction for Elderly families is \$400.00 and include the following:

- Elderly Head or Spouse or Sole Member.
- Disabled or Handicapped Head or Spouse or Sole Member.

SECTION X

FLAT RENTS

In accordance with 960.253 (b) "Flat Rents for Public Housing", the Housing Authority of Bexar County will use flat rents based on the Market Rents charged for comparable units in the private unassisted rental market. To determine Flat Rents, the HABC will consider location, quality, size, unit type, and age.

The HABC's Public Housing consists of thirty (30) individual single family dwellings located sporadically throughout the County of Bexar. For this reason, a market analysis using averaging methods will be conducted for three and four bedroom single family dwellings in the private market. The HABC will select "20" three bedroom and "10" four bedroom single family dwellings at market rent with a similar description and average to determine two separate Flat Rents (see supporting documents and calculating methods).

CHOICE OF RENT

As stated under 960.253 (a): At annual re-examination, the program participant is given the choice of paying a flat rent or an income based rent. This option is offered only once a year.

For a family that chooses the Flat Rent option the HABC must conduct a re-examination of family income at least once every three years.

Income based -- re-examinations are conducted annually in accordance with re-examination requirements.

FINANCIAL HARDSHIP

A family that is paying a Flat Rent may request a switch to income-based rent if the family is unable to pay flat rent because of financial hardship.

The HABC will consider the following situations a financial hardship:

- a. The family has experienced a 50% decrease in income because of changed circumstances:
 - Loss of hours (full time to part time)
 - Loss of employment
 - Death in the participating household that includes a financial provider.

Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent.

THREE BEDROOM DWELLINGS

		<u>RANGE</u>	
Market Value:	54,079.00	to	68,000.00
Age:	4 years old	to	14 years old
Square Feet:	1074 sq. ft.	to	1844 sq. ft.

Selected twenty (20) three (3) bedroom market rent listings within the same range as stated above.
Calculation is as follows:

$$\text{\$15,455} \div 20 = \text{\$773.00} \quad \text{FLAT RENT}$$

FOUR BEDROOM DWELLINGS

		<u>RANGE</u>	
Market Value:	61,700.00	to	69,900.00
Age:	4 years old	to	14 years old
Square Feet:	1407 sq. ft.	to	1859 sq. ft.

Selected ten (10) four (4) bedroom market rent listings within the same range as stated above
calculation is as follows:

$$\text{\$8,970} \div 10 = \text{\$897.00} \quad \text{FLAT RENT}$$

SECTION XI

SECURITY DEPOSITS

In order for the Agency to prevent a hardship on the tenant, a Security Deposit in the amount of \$300.00 for three and four bedrooms will be collected.

Security Deposits will be deposited in an interest bearing account at Compass Bank, a Federally Insured Institution, and shall be handled in accordance with any Federal, State, or Local Laws governing tenant security deposits.

Security Deposit Accounts

Any balance in the Tenant Security Deposit Account, which is retained by the Housing Authority of Bexar County as a result of lease violations will be transferred to the General Operating Account and will be treated as income.

- a.) Interest earned on Security Deposits not returned to the tenants will accrue to the project's general operating accounts.

SECTION XII

LEASE UP

1.) **Term of Lease**

Lease will cover a period of 1 year automatically renewable on an annual basis. If there is a history of late payments and/or derogatory reports, termination of tenancy may apply within 30 days or upon re-certification, whichever is the later. This decision is at the discretion of the Housing Manager.

2.) **Utility Allowances & Other Forms**

A copy of a properly completed and approved "Housing Allowances For Utilities and other Public Services" and a copy of the established rules and regulations for the project will be provided to the tenant as attachments to the lease.

3.) The Housing Authority of Bexar County (HABC) will execute all required documents and distribute a copy of the executed documents accordingly to Tenant. The HABC will retain the following for its files:

1. Apartment Lease – with original signature, including attachments
2. Security Deposit Addendum – original
3. Apartment Rules and Regulations – original signatures
4. Schedule of maintenance charges

A Lease is a contract between the tenant and the Housing Authority assuring a tenant quiet, peaceful enjoyment and exclusive possession of a specific dwelling unit in return for payment of rent and reasonable protection of the property.

SECTION XIII

RE-EXAMINATION

The HABC will re-examine the income and household composition of all adult family members at least annually. Families will be provided accurate annual and interim rent adjustments. Re-examinations and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases at a minimum 30 days. All annual activities will be coordinated in accordance with HUD regulation. Income limits are NOT USED AS A TEST FOR CONTINUED ELIGIBILITY AT RE-EXAMINATION. It is a HUD requirement that families report all in income and household composition.

A. ANNUAL ACTIVITIES

Annual Re-examinations

Families are required to be re-examined at least annually. At the first interim or annual re-examination on or after June 19, 1995, family members report and verify their United States citizenship/eligible immigrant status.

The HABC will maintain a re-examination tracking system. At least 120 days in advance of the scheduled annual re-examination effective date, the participant (s) will be notified by mail that he/she is required to attend a re-examination interview on a specified date. An alternate date is pre-scheduled if the initial date is unacceptable. An application form will be mailed to the participant for completion. Upon completion of these documents, they will keep their appointments as prescheduled.

The HABC will also mail the notice to a third party, if requested as a reasonable accommodation for a person/persons physically challenged.

Completion of Annual Re-examination

The HABC will have all re-examinations for families will be completed before the anniversary date. This includes notifying the family of any changes in rent at least thirty (30) days prior to the date of rent change.

Persons with Disabilities

The HABC will accommodate persons with disabilities by conducting home visits, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The HABC requires that the family complete an application form for re-examination purposes, prior to scheduled interview. The application and income verification will be reviewed and verified by the Housing Manager.

Requirements to Attend

The Head and spouse and all adult member 18 years of age and older are required to attend the re-examination interview. If the head of household is unable to attend the interview, any other adult member may be the responsible party provided that all other adult members come to the office within 10 working days to complete their annual re-examination obligations.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HABC will send the family notice of termination for failure to fulfill family obligations in accordance with HUD regulations, and advise them of their right to request an informal hearing.

The Executive Director may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

DOCUMENTS REQUIRED FROM THE FAMILY

The re-examination notice to the family will include instructions for the family to bring in the following documentation along with their application:

- Documentation of all assets (if applicable)
- Documentation of any deductions/allowances
- Documentation to support medical expenses (for elderly families only)
- Documentation to support all income sources for all family members 18 years of age and older

The HABC will follow the verification procedures and guidelines described in this plan. Verifications must not be more than 120 days old.

Change in Family Share

If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of re-examination. If less than thirty-days are remaining the scheduled effective date of the annual re-examination, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re-examination. If rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the re-examination is not complete by the anniversary date, rent change will be effective on the first of the month following completion of the re-examination processing by the HABC.

Reporting Interim Changes

Program participants must report all changes in household composition to the HABC between annual re-examinations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HABC approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HABC will conduct an interim-examination to determine such additional income and will make the appropriate adjustments.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular-re-examination.

Interim Re-Examination Policy

An interim re-examination does not effect the date of the annual re-examination. Interim re-examinations will be scheduled for families with unrealistic or zero income every 90 days. If there is a change from benefit income to employment income; the HABC will defer the family's rent increase for six months in order to encourage families to move to self-sufficiency.

This incentive will only be provided once to any family member. If the family member leaves the job without good cause after six months, and before the twelve months, the rent will be calculated retroactively to include the employment income.

The HABC will conduct interim re-examinations as follows:

- Families are required to report increases in income in excess of \$40.00 per month
- Families will be required to report income from the assets within 30 days from the date of the increase
- Families will be required to report income that comes for a new source

Participants may report a decrease in income and other change that would reduce the amount of tenant rent, such as an increase in allowances and/or deductions.

If an administrative calculation error was made at admission or annual re-exam, an interim re-examination will be conducted, if necessary to correct the error, but the family will not be charge retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

B. NOTIFICATION OF RESULTS OF RE-EXAMINATIONS

The HABC will electronically transmit the required HUD form 50058 to MTCS (Multi Tenant Characteristic System) every last Thursday of the month.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the HABC. If the family disagrees with the rent adjustments, they may request an informal hearing.

Procedures when the Change is Reported in a Timely Manner

The HABC will notify the family of any change in the Tenant Rent to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
- Decrease in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

The change may be implemented based on documentation provided by the family, pending third party written verification.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any retroactive rent and may be required to make a lump sum payment.
- Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

C. CONTINUATION OF ASSISTANCE FOR "MIXED FAMILIES"

Under the Non-Citizens Rule, "Mixed Families" are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Non-Citizens Rule was implemented on or after November 29, 1996, and mixed families may receive pro-rated assistance only.

D. **MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the HABC will terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition.

SECTION XIV

RENT COLLECTION REQUIREMENTS

The timely collection of rents is a fundamental aspect of the agency's obligation. It is the responsibility of the Housing Manager to have all rents current in order for the agency to remain solvent.

A. Rental Due Date

Dwelling rent is due and payable in advance on the 1st day of the month. If the rent is not paid by the 5th and the tenant has made no effort to obtain an extension, a notice of eviction will be hand delivered.

All rents are to be paid at 11803 Marbach Rd., Monday through Friday 8:00 a.m. – 12:00 noon and 1:00 p.m. – 5:00 p.m.

B. Accounting System for Rents

The Housing Authority presently uses an Accounting pegboard system with the following forms:

1. Rent Roll is listed by street name and number of the Tenant with amount of rent that is due.
2. Rental Ledger is prepared for each tenant and contains up-to-date account of tenants rental charges and other assessments; payments and amounts due for the dwelling by the tenant. The ledger cards will be arranged by address in two separate files; (a) Occupied-Paid and (b) Occupied-Unpaid.

Any ledger remaining in the "Occupied-unpaid" file will receive a notice of eviction.

Rental Receipts Serial Numbered rental receipts will be used and each tenant will be given a receipt upon the payment of rent.

C. Delinquent Rents

A penalty of \$10.00 will be charged for any unpaid balance after the tenth of every month unless the Housing Manager has permitted a waiver due to the tenant's circumstances. A waiver will only occur once a year.

SECTION XV

INSPECTIONS AND MAINTENANCE

The HABC owns, operates and maintains thirty (30) Low-Rent individual single family dwellings.

Housing Quality Standards (HQS) are minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease.

In addition, HUD requires certain Housing Authority owned property's maintain the dwelling in accordance with 24CFR Parts 5 and 200; "Uniform Physical Condition Standards" (UPCS).

INSPECTIONS

There are four types of inspections the HABC will perform:

1.) Initial Move-In

Will be conducted by HABC and Resident or his/her representative before resident moves in.

2.) Quarterly - March - June - September - December.

Will be conducted by HABC with at least a 72-hour notice, should resident wish to be present.

3.) Quality Control (Random Selection)

Will be conducted by HABC and a Real Estate Assessment Center (REAC) Inspector annually.

4.) Move-Out

Will be conducted by HABC and resident (if resident is available).

INITIAL MOVE-IN

HABC owns the properties; all HQS standards will be adhered to. Resident will be responsible for all utilities (light, gas, water, and trash pick-up) and must have services turned on before moving in.

QUARTERLY

This inspection is HABC's most effective tool in ensuring that units continue to meet HQS/UPCS standards. HABC is better able to monitor and plan major interior and exterior repairs to unit before normal deterioration causes damage. HABC is able to determine and take action on resident caused damages.

QUALITY CONTROL

Real Estate Assessment Center (REAC) with HABC representative annually inspects 50% of units to ensure that HQS standards are being met.

MOVE-OUT

HABC and resident (if available) will inspect unit for any tenant caused damages and all cleaning charges. Written notice of charges (if applicable) will be sent to resident (if forwarding address is provided).

MAINTENANCE

HABC residents should not rely and wait on inspections to note all needed repairs. It is still the responsibility of residents to inform HABC of needed repairs. Delay of repairs may cause further damage. This will be considered in the decision to charge resident or consider repairs under normal wear and tear.

HABC will determine if damages are tenant caused or normal wear and tear. If HABC finds that damages are tenant caused, tenants will be charged for parts and labor. Depending on severity or continual damage to unit, HABC may/will terminate lease.

Residents must maintain the dwelling unit; premises and equipment assigned them in a clean and sanitary condition.

Residents are fully responsible for maintenance and upkeep of yards such as mowing, trimming, watering (mandatory, within water usage restrictions, if any, to avoid foundation damages) and to keep free of trash and debris.

Fully functional smoke alarm/s will be in place in units at time of move-in. The resident will be fully responsible for the upkeep of smoke alarms for the duration of tenancy. HABC will replace if required and determine if damage was resident caused and act accordingly. Intentional damage or disconnection of smoke alarm by resident is ~~very serious and will be cause for lease termination~~.

HABC and residents are responsible in complying with all Federal, State, County, City and Community rules and regulations applicable.

There are three major types of maintenance performed by HABC:

- 1.) Routine
- 2.) Emergency
- 3.) Preventive

ROUTINE

Any repair of a non-emergency nature is considered "Routine". Routine repairs will usually be completed within 3 working days. Some repairs may take up to 30 days depending on severity of damage, unavoidable delays in obtaining parts or contracting for services and weather conditions. Repairs needed in unit, tenant caused or normal wear and tear, should be reported by resident as soon as caused or noted.

EMERGENCY

The following items are considered of an emergency nature and will be remedied within 24 hours of notice:

- a. Lack of security for the unit.
- b. Waterlogged ceiling in imminent danger of falling.
- c. Major plumbing leaks or flooding.
- d. Natural gas leak or fumes.
- e. Electrical problem which could result in shock or fire.
- f. Utilities not in service.
- g. No running hot water.
- h. Broken glass where someone could be injured.
- i. Obstacle, which prevents tenant's entrance or exit.
- j. Lack of a functioning toilet.
- k. Lack of heat (when outside temperature is below 50 degrees Fahrenheit).

PREVENTIVE

Scheduled maintenance that will eliminate or deter future damages or problems.

Pest control is scheduled monthly to eliminate or deter pest/vermin infestation. HABC provides this service. Resident is still responsible for allowing entry to unit so that extermination service may be accomplished. Should resident fail to allow entry to unit or otherwise deter service, they will be charged for any additional service required.

HVAC filters must be changed monthly and is the resident's responsibility. This will avoid high utility bills and damage to HVAC unit.

Painting and roof replacement are also considered preventive maintenance and will be monitored and scheduled accordingly.

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Painting and roof replacement are also considered preventive maintenance and will be monitored and scheduled accordingly.

SECTION XVI

TERMINATION OF TENANCY AND EVICTION

A. Tenant's Entitlement to Continued Occupancy

1. General The Agency may terminate or refuse to renew any tenancy for material non-compliance of the Lease Agreement or other good cause such as:
 - a.) Action or conduct of the tenant which disrupts the livability of the property by adversely affecting the health or safety of any tenant or the right of any tenant to the quiet enjoyment of the leased premises and related facilities, or that has an adverse financial effect to the HABC.
 - b.) Expiration of the lease period is not sufficient grounds for eviction of a tenant.
2. Material Non-Compliance Material non-compliance of the lease includes:
 - a.) One or more substantial violations of the lease; or
 - b.) Non-payment of rent or any other financial obligation due under the lease (including any portion thereof) beyond any grace period constitutes a substantial violation; or
 - c.) Repeated minor violations of the lease which disrupts the livability and harmony of the project by adversely affecting the health and safety of any person, or the right of any tenant to the quiet enjoyment of the leased premises and the related project, or that have an adverse financial effect to the HABC.
3. Other Good Cause Conduct cannot be considered as other good cause unless the agency has given the tenant prior notice that the conduct will constitute a basis for termination of tenancy.

B. Notice of Termination

Any notice to terminate tenancy must be based on material violation of the lease terms or for other good cause as determined by the agency or the Housing Manager.

1. The notice of intent to terminate the tenancy will be handled according to the terms of the lease. Tenant will be given prior notice of eviction according to State or Local Law. The notice must:
 - a.) Refer to relevant provisions in the lease.

- b.) State the reasons for the termination with enough specifications to enable the tenant to prepare a response. In those cases where the proposed termination of the tenancy is due to the tenant's failure to pay rent, a notice stating the dollar amount of the balance due on the rent account and the date of such computation shall satisfy the requirement of specification.
- c.) State that the tenancy will be terminated on a date specified.
- d.) Advise the tenant that if he/she remains in the leased unit after the date specified for termination the HABC may seek to enforce the termination only by bringing judicial action at which time the tenant may present a defense.

2. The notice shall be accomplished by:

- a.) Sending first class mail, properly stamped and addressed to tenant at his/her address with a proper return addressed and;
- b.) Serving a copy of the notice to any adult person answering the door at the leased dwelling unit or if no adult responds by placing the notice under or through the door, if possible, or else by affixing the notice to living room light switch. Service shall not be accomplished. The date on which the notice shall be deemed to be received by the tenant shall be the date on which the first class letter provided for in this paragraph is properly given, whichever is later.

3. If no response is received from the tenant requesting a informal hearing within five (5) days from receipt of the notice, the HABC will institute a state court eviction proceeding.

SECTION VIII

GRIEVANCE AND HEARING PROCEDURES **(24CFR 966.501 SUBPART B)**

General

Pursuant to 24CFR 966.50, the Housing Authority of Bexar County has implemented a Grievance Policy that assures every tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any HABC action or failure to act involving the tenant's case, and/or HABC regulations which may adversely affect the tenant's rights, duties, welfare or status.

- Policy governing the grievance/and appeals procedure.
- The HABC grievance and appeals process shall be applicable to all individual grievances as defined in CFR24 966.53 between the Tenant and the HABC.

Due Process Determination

A determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in §966.53(c) before eviction from the dwelling unit. If HUD has issued a due process determination, the HABC may exclude the administrative grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- (A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
- (B) Any violent or drug-related criminal activity on or off such premises; or
- (C) Any criminal activity that resulted in felony conviction of a household member.

- If HUD has issued a due process determination, the HABC may evict the occupants of the dwelling unit through the judicial eviction procedures which are the subject of the determination. In this case, the HABC is not required to provide the opportunity for a hearing under the HABC's administrative grievance procedure.
- The HABC grievance procedure shall not be applicable to disputes between tenants **not involving** the HABC or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and HABC Board of Commissioners.

Requirements

The HABC grievance procedure shall be included in, or incorporated by reference in, all tenant dwelling leases.

The HABC shall provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the HABC grievance procedure, and providing an opportunity to present written comments. Subject to requirements, comments submitted shall be considered by the HABC before adoption of any grievance procedure changes by the HABC.

The HABC shall furnish a copy of the grievance procedure to each tenant and to resident organizations.

§ 966.53 Definitions

For the purpose of this subpart, the following definitions are applicable:

§ 966.54 Informal Settlement of Grievance

Any grievance shall be personally presented, either orally or in writing, to the HABC office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within five (5) calendar days and one (1) copy shall be given to the tenant and one (1) retained in the HABC tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under §966.55 may be obtained if the complainant is not satisfied.

§966.55 Procedures to obtain a hearing

- (a) *Request for Hearing.* The complainant shall submit a written request for a hearing to the HABC within five (5) calendar days after receipt of the summary of discussion pursuant to §966.54. For a grievance under the expedited grievance procedure pursuant to §966.55(g) (for which §966.54 is not applicable), the complainant shall submit such request at such time as is specified by the HABC for a grievance under the expedited grievance procedure. The written request shall specify:
- (1) The reasons for the grievance; and
 - (2) The action or relief sought.
- (b) *Selection of Hearing Officer or Hearing Panel.* (1) A grievance hearing shall be conducted by an impartial person or persons appointed by the HABC, other than a person who made or approved the HABC action under review or a subordinate of such person. The Hearing Officer is the Executive Manager.

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 - Death in the participating household that includes a financial provider.

Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent.

HOUSING AUTHORITY OF BEXAR COUNTY

1017 N. MAIN • SUITE 201 • SAN ANTONIO, TEXAS 78212 • (210) 225-0071 • Fax: (210) 225-6976

PUBLIC HOUSING FLAT RENT SCALE

THREE BEDROOM DWELLINGS

RANGE

MARKET VALUE: \$54,079.00 TO \$68,000.00

AGE: 4 YRS. OLD TO 14 YRS. OLD

SQUARE FEET: 1074 SQ. FT. TO 1844 SQ.FT.

TWENTY (20) THREE (3) BEDROOM MARKET RENT LISTINGS WITHIN THE SAME RANGE AS STATED ABOVE. CALCULATION IS AS FOLLOWS:

$$\text{\$15,455} \div 20 = \text{\$773.00} \quad \text{FLAT RENT}$$

FOUR BEDROOM DWELLINGS

RANGE

MARKET VALUE: \$61,700.00 TO \$69,900.00

AGE: 4 YRS. OLD TO 14 YRS. OLD

SQUARE FEET: 1407 SQ. FT. TO 1859 SQ.FT.

TEN (10) FOUR (4) BEDROOM MARKET RENT LISTINGS WITHIN THE SAME RANGE AS STATED ABOVE. CALCULATION IS AS FOLLOWS:

$$\text{\$8,970.00} \div 10 = \text{\$897.00} \quad \text{FLAT RENT}$$

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF
_____, Texas

Tenant Number	Complex Name	Apartment No.	No. of Bedrooms

I. PARTIES AND PREMISES

The Housing Authority of _____, Texas (hereafter referred to as "**Management**") does hereby lease to _____ (hereafter referred to as "**Resident**") the premises located at:

Complex Address: _____ Apt. No: _____ Complex Name: _____

Located at _____, Texas, and any steps, porch, lawn and yard surrounding the apartment, subject to the terms and conditions contained in this Lease. The premises leased are for the exclusive use and occupancy of the Resident and his/her household consisting of the following named individuals, who will reside in the apartment. Resident shall date and initial the following "Members of Household" list whenever a household member moves into or out of the apartment. Unless Management so approves in writing, no additions of household members to Lease shall be made. Management reserves the right to refuse admission to household members who do not meet criteria as outlined in Management's Occupancy Policy (which is posted in the Management Office and incorporated herein by reference), or whose admission would result in a violation of occupancy standards as outlined in the Occupancy Policy. Resident agrees to wait for Management's written approval before allowing additional persons to move into the Apartment. Failure by Resident to comply with this provision shall be considered a serious Lease violation and grounds for termination of this Lease. Deletions (for any reason) from the list of household members on this Lease shall be reported by the Resident to Management in writing, within ten (10) days of the occurrence.

Members of Household

Name	Date of Birth	Relationship	Delete/Add	Initial	Date

II. RENT

- A. For Resident leasing after the first day of the month, rent payment is \$ _____ to cover the period from _____, ending at midnight on _____.
- B. Thereafter, Resident will pay \$ _____ rent, payable on or before the first of each calendar month, beginning _____, unless the rent is adjusted as described in Section VII below.
- C. If rent payments and other charges due and payable on the first day of the month are not paid by Resident to Management by the _____ day of the month, a charge of \$ _____ shall be due from and payable by Resident on the first day of the following month, unless Management has issued to Resident a written authorization for late payment.
- D. If Resident is late in payment of rent and the \$ _____ charge has been assessed three (3) times within a twelve (12) month period, a fourth (4th) such late payment within that twelve (12) month period shall be considered a serious Lease violation and grounds for termination of this Lease.
- E. Resident shall pay all rent and other charges at the Management Office at _____.
- F. A charge of \$ _____ shall be assessed for checks returned for insufficient funds. If the check is not honored by a financial institution by the _____ day of the month, the rent will be deemed unpaid and subject to the \$ _____ late charge. If Resident has a check returned for insufficient funds all future payments must be by money order or cashier's check.

III. LEASE TERM

Unless terminated in accordance with Section XV below, this Lease shall be for an initial term of twelve (12) months and will automatically renew for successive terms of twelve (12) months.

IV. SECURITY DEPOSIT

- A. The Resident shall pay \$ _____ as a security deposit. The amount of the security deposit shall be in accordance with Management's Security Deposit Policy (posted in the Management Office and incorporated herein by reference) in effect at the time this Lease is signed by the parties.
- B. After Resident has vacated the apartment and premises have been inspected by Management, the security deposit shall be refunded to Resident, less any charge for:
1. All maintenance and repair charges (beyond normal wear and tear), excess utility charges, rent and/or court costs which are due from Resident pursuant to this Lease at the time Resident vacates the apartment.
 2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear)
 3. The cost of apartment and mailbox keys which Resident fails to return to the Management Office according to Section VIII A. 24 and 25 of this Lease.
- C. **SECURITY DEPOSIT WILL NOT BE REFUNDED IF PROPER NOTICE IS NOT GIVEN IN ACCORDANCE WITH SECTION XV BELOW.**
- D. No later than the 30th day after Resident vacates the apartment, Management will mail to Resident, at the address Resident provides to Management in a written statement for the purpose of refunding security deposit, either:
1. Resident's security deposit; or
 2. An itemized list of deductions from Resident's security deposit and/or the partial security deposit remaining, if any, after aforementioned deductions are applied.

Management shall not return Resident's security deposit or give Resident a written description of damage and charges until Resident gives Management a written statement of Resident's forwarding address for the purpose of refunding the security deposit or until Resident comes to Management Office in person to collect the security deposit, if any, and/or written description of damages and charges.

E. The security deposit may not be used to pay rent or other charges while Resident is in occupancy.

V. UTILITIES AND APPLIANCES

A. **Management Supplied Utilities:** If indicated by a ☒ below, the Management will supply the utility. Management will not be liable for the failure to supply utility service due to any cause whatsoever beyond its control, included but not limited to, acts of God and nature, power failures and employee strikes.

- ☐ Electricity ☐ Natural Gas ☐ Heating Fuel ☐ Water & Sewer
☐ Other

If indicated by a ☒ below, Management will provide the following appliances for the premises:

- ☐ Range ☐ Refrigerator

Where Management provides utilities, Resident will be assessed and shall pay charges for excess consumption of utilities, if any, according to Management's Occupancy Policy. The rate Management shall use to compute any excess utility charges shall be the same as that used by the utility company.

B. **Resident Supplied Utilities:** If Resident resides in a development where Management does not supply all or part of the utilities, Management shall provide Resident with a Utility Allowance in the monthly amount of \$_____ for the following utilities.

- ☐ Electricity ☐ Natural Gas ☐ Heating Fuel ☐ Water & Sewer
☐ Other

Resident-supplied utilities are paid directly to the utility supplier by the Resident.

1. If the Utility Allowance exceeds the Resident's Total Tenant Payment (as calculated by Management) Management will reimburse the Resident the difference in accordance with the Occupancy Policy.
2. If the Resident's actual utility bill exceeds the Utility Allowance, Resident shall be responsible for paying the difference to the utility company.

C. Resident agrees not to waste the utilities provided by Management and to comply with all applicable laws, regulations, and guidelines of all governmental entities regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a violation of this Lease and grounds for termination of the Lease.

D. Management may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident sixty (60) days written notice of the revised Allowances.

VI. MAINTENANCE, REPAIR AND SERVICES

A. Resident will pay charges for maintenance, repair and service beyond normal wear and tear, caused by Resident, household and/or Resident's guests, as reflected in the current Schedule of Other Charges posted in the Management Office and incorporated herein by reference.

B. Charges pursuant to VI. A. above will be due on the first day of the month following a two (2) week written notice of the charges sent by Management to Resident. Failure to pay such charges on the date due shall be considered a serious violation of the Lease and grounds for termination of this Lease.

- C. Management shall not be responsible for the repair of Resident-owned appliances or any damages to Resident's possessions/property

VII. RE-EXAMINATION OF RENT, APARTMENT SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY

A. Annual Re-examination

1. Management will conduct an Annual re-examination (review) to determine whether or not any changes have occurred in Resident's family circumstances which would affect rent, eligibility and appropriateness of apartment size
2. Management will review family's compliance with the Community Service/Self Sufficiency Policy, incorporated herein by reference.
3. All adult members of Resident's household must accompany the head of household to the Annual Re-examination interview.
4. Resident will furnish upon request such information and certifications as may be necessary for Management to make a determination with respect to rent, eligibility and appropriateness of apartment size, in accordance with the current Occupancy Policy.
5. Resident's misrepresentation or failure, if any, to report facts relevant to the Annual Re-examination (for example, changes in income and household members) shall be considered a serious violation of this Lease and grounds for termination of this Lease.

B. Changes in Rent

1. Rent will not be changed during the first year of this Lease or between Annual Re-examinations unless during such period:
 - a. It is determined that rent is based on false or incomplete information supplied by Resident;
 - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management);
 - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable;
 - d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law.
 - e. ☐ Option 1: An increase in annual gross income of \$ _____ or more has occurred.
☐ Option 2: An increase in annual gross income has occurred.
 - f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent.
 - g. Public Assistance (for example, TANF, SSI) to Resident or household member is begun or is terminated, EXCEPT that, pursuant to Section 512, Subsection 12(d) of the Quality Housing and Work Responsibility Act of 1998, RENT WILL NOT BE REDUCED DUE TO REDUCTION OR SUSPENSION OF WELFARE BENEFITS IF THE REDUCTION OR SUSPENSION IS DUE TO "FRAUD OR FAILURE TO PARTICIPATE IN AN ECONOMIC SELF-SUFFICIENCY PROGRAM OR COMPLY WITH A WORK ACTIVITIES REQUIREMENT," and/or
 - h. There is a change in Resident's family composition (for example, size) that would affect rent.

2. Any and all changes in family income and composition (for example, size) that would cause a change in rent must be reported by Resident to Management within ten (10) days of such change(s)
3. No change will be made in rent until Management has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment from Management.
 - a. **Decreases** in rent will be effective the first day of the month following the month in which the change was reported to and verified by Management.
 - b. **Increases** in rent will be effective the first day of the second month following the month in which the change was reported to and verified by Management, unless the increase is due to false or incomplete information supplied by the Resident.
 - c. If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to Management.
4. Resident will accept a "**Notice of Rent Adjustment**" as an amendment to this Lease.

C. Changes in Apartment Size

Should the Resident's family composition cease to conform to Management's Occupancy Standards as outlined in the Management's Occupancy Policy, Resident will transfer to an appropriate size apartment after receiving appropriate notification by Management that such apartment is available.

- D.** Management shall not begin eviction proceedings, or refuse to renew a lease, based upon the income of the Resident family unless:
1. Management has identified for possible rental by the family, other decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's gross rent, or
 2. Management is required to do so by law.

VIII. RESIDENT/MANAGEMENT OBLIGATIONS

A. RESIDENT AGREES:

1. To use the apartment solely as a private dwelling for the exclusive use of Resident and Resident's family as listed in Section I above, and not to use or permit the use of the apartment for any other purpose except as approved in writing by Management. With written consent of Management, Resident and household members may engage in legal profit making activities in the apartment, where Management determines that such activities are incidental to primary use of the leased unit for residence by Resident and members of Resident's household.
2. Not to assign this Lease, sublet, or transfer possession of the premises to persons not listed as occupants in Section I above.
3. Not to provide accommodations to boarders or lodgers, or other persons not listed on the Lease, except that Resident may, with Management's written approval, give accommodations to foster children or a person providing live-in care for a member of the household.
4. Not to have guests or visitors in the apartment for more than fifteen (15) days within a 12-month period without prior written approval of Management. A guest is defined as a person in the leased apartment or on the property with the consent of a Resident's household member. Management may regulate, limit or prohibit from Housing Authority property guests who have been disturbing other residents or violating this Lease or Management Policies.
5. To notify Management in advance and to make arrangements for the care of the leased premises if Resident and Resident's household plan to be away from the premises for more than fifteen (15) consecutive days.

6. To abide by and see that Resident's household members and guests abide by such necessary and reasonable regulations as may be set forth by Management for the benefit and well-being of the apartment community and which shall be posted in the Management Office and incorporated herein by reference.
7. To refrain from, and cause members of the Resident's household to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the premises of any of Management's developments unless verified physical handicap warrants the use of a pet or unless animal is registered as a pet in accordance with Management's Pet Policy (which is posted in the Management Office and incorporated herein by reference).
8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, elevators and other facilities and appurtenances (accessories) to the apartment.
9. To comply with all obligations imposed upon Residents by applicable provisions of City, State and Federal codes which materially affect health and safety.
10. To use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors and to dispose of all garbage, rubbish and other waste in a sanitary and safe manner; and to abide by Management's Housekeeping Policy, incorporated herein by reference.
11. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the premises; to insure that smoke alarms are operable at all times.
12. To refrain from erecting or hanging radio or television antennas/satellites on or from any part of the dwelling unit, except in accordance with regulations set forth by Management with the written approval of Management.
13. To avoid obstructing sidewalks, areaways, passages or stairs, and to avoid using these for purposes other than going in and out of the apartment.
14. To cooperate with Management in maintaining yards assigned to Resident in a neat and orderly manner, by picking up and removing trash, and by mowing lawn assigned to Resident's apartment, unless an agreement has been signed providing for the lawn to be mowed by Management for a fee, as designated in the Schedule of Other Charges. Residents unable to perform the above tasks due to age or disability shall be exempt from this provision.
15. To refrain from placing signs of any type in or about the apartment except those allowed under applicable zoning ordinances and then only after having received written permission from Management.
16. To refrain from, and to cause Resident's household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises, complex buildings, facilities, or common areas.
17. To notify Management immediately of any conditions in or about the apartment that are hazardous to health and safety of Resident, household members or other residents and that are in need of repair.
18. To pay reasonable charges (beyond normal wear and tear) for repair of damages to apartment or to the complex caused by the Resident, Resident's household members or guests, according to the Schedule of Other Charges posted in the Management Office and according to Section VI of this Lease.
19. To pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, any household member or guest, as determined by the Fire Department. Such fire and smoke damage charges shall be the amount of the repair/replacement, actual costs, or the deductible amount on the Management's fire insurance policy, whichever is less.
20. To act in a cooperative manner with neighbors and Management staff. To refrain from and cause Resident's household members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Management staff.
21. To act, and cause Resident's household members and guests to act in a manner that will not disturb other

residents' peaceful enjoyment of their accommodations and that will be conducive to maintaining all Housing Authority developments in a decent, safe and sanitary condition.

Behavior resulting from alcohol abuse that Management determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents shall be cause for termination of tenancy and for eviction from the apartment.

22. Not to display, use, or allow Resident's household members or guests to display or use any firearms (operable or inoperable) or other weapons (as defined by the Texas Penal Code) in violation of the laws of the State of Texas anywhere on the property of the Housing Authority.
23. That the Resident, all members of the Resident's household, guests and all other persons under the Resident's control shall not engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; or
 - b. Any drug-related criminal activity on or off such premises.

Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.

For purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

- c. Any violence against the Resident or a household member. In this instance, "violence" means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Resident or tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the Resident or tenant or an immediate member of the tenant's family is a victim of that violence. Terms in this paragraph shall further have the meanings given them in Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) as amended.
24. To leave the apartment in clean and in good condition upon vacating (reasonable wear and tear expected) and to return to the Management Office all apartment and mailbox keys on the first business day after Resident vacates the apartment.
25. To pay the cost of replacement keys to apartment and mailbox keys that Resident fails to return to the Management Office according to number 24 above and according to the Schedule of Other Charges posted in the Management Office.
26. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
27. Not to allow in or near the dwelling unit any person, who is under a notice of trespassing, has been evicted for violence or has been banned by Management from the Housing Authority property. It will be a serious violation of this Lease to allow any such person on or near the dwelling unit after notice to Resident of the person's name and nature of trespass notice or ban notice.

B. MANAGEMENT AGREES:

1. To keep the building facilities, common area and grounds, not otherwise assigned to Resident for maintaining and upkeep, in a decent, safe and sanitary condition.
2. To comply with requirements of all applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the premises, within a reasonable time period, upon receiving appropriate notice from the Resident.

4. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (ranges and refrigerators) supplied or required to be supplied by Management.
5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for deposit of garbage, rubbish and other waste removed from the premises by residents in accordance with Section VIII, A, 10, above.
6. To furnish utilities in accordance with current Occupancy Policy and as outlined in Section V of this Lease.
7. To notify Resident in writing of the specific grounds for any proposed adverse action (including, but not limited to proposed lease termination, transfer of Resident to a different apartment, rent increase, charges for maintenance or for excess utility usage) and of the right to a hearing under the Management's Grievance Procedure posted in the Management Office and incorporated herein by reference.
 - a. In the case of lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l) (3) shall constitute adequate notice of proposed adverse action.
 - b. If the resident is disabled or handicapped, Management will provide assistance in accordance with the equal access statement in the Occupancy Policy.
 - c. Management shall not take any proposed adverse action until time for Resident to request a hearing under the Grievance Procedure has expired or the grievance process has been completed.
8. To inspect the apartment with Resident or his/her representative before Resident moves in and to give Resident a written statement of the condition of the premises and equipment provided, signed by both parties.
9. To inspect the apartment when Resident moves out and give Resident a written statement of charges, if any, for repairs. Resident shall be notified and may participate in this inspection unless Resident has vacated without notice.
10. To post in the Management Office copies of all rules, regulations, schedules of charges and other documents which are part of this Lease (by attachment or reference), and to make these available to the Resident.
11. For all aspects of this Lease and the Grievance Procedure, to provide disabled persons reasonable accommodation to the extent necessary to provide such persons with an opportunity equal to that of a non-disabled person to use and occupy the apartment.
12. To enforce the terms of this Lease fairly, impartially and in good faith.

IX. PARKING

Management may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. Management may have improperly parked vehicles removed from the premises, under applicable State statutes. A vehicle is prohibited on Housing Authority property if it:

1. has flat tires or other conditions rendering it inoperable;
2. has an expired license or inspection sticker;
3. takes up more than one parking space;
4. belongs to a Resident or Resident's household member who has surrendered or abandoned the apartment;
5. is parked in a marked handicap space without the legally required handicap insignia;
6. blocks another vehicle from exiting;
7. is parked in a fire lane or designated "no parking" area;

8. is parked in a space marked for other residents;
9. is parked on the grass or other area not intended for parking.

X. DEFECTS AND CONDITIONS HAZARDOUS TO LIFE, HEALTH AND SAFETY

In the event that the apartment is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

A. Management Responsibilities

1. Management shall be responsible for repairs of the unit within a reasonable period of time after receiving notice from Resident, provided that, if the damage was caused by Resident, household members or guests, the reasonable cost of the repairs shall be charged to and payable by the Resident to Management.
2. Management shall offer Resident replacement housing, if available, if necessary repairs cannot be made within a reasonable time. Management is not required to offer replacement housing if the hazardous condition was caused by Resident, household members or guests.
3. In the event repairs cannot be made by Management within a reasonable period of time or alternative housing is unavailable, then rent shall be reduced in proportion to the seriousness of the damage and loss in value as a dwelling as determined by Management. However, no reduction of rent shall occur if Resident rejects an offer by Management of alternative housing or if the damage was caused by the Resident, household members or guests.
4. If Management determines that the unit should not be occupied because of an imminent danger to life, health and safety of Resident and household, and alternative housing is refused by Resident, this Lease shall be terminated and any rent paid for the month in which the Lease is terminated will be refunded to Resident.

B. Resident Responsibilities

1. Resident shall notify Management immediately of any damage or condition hazardous to life, health or safety.
2. Resident shall accept any replacement housing offered by the Management during repair period.
3. Resident shall continue to pay full rent, less the discount, if any, agreed upon by Management, during the time damage remains unrepaired.
4. Resident agrees to pay the cost of repairs for damage that is determined to be the fault of the Resident, household members, or guests.

XI. ENTRY OF THE PREMISES DURING OCCUPANCY

- A. Resident agrees that the authorized agent, employee or representative of Management shall be permitted to enter Resident's apartment during reasonable hours for the purpose of performing routine inspections, maintenance, and pest control making improvements or repairs, showing premises for re-leasing and determining occupancy of the apartment when reasonable doubt exists as to Resident's occupancy therein.
- B. Management will give to Resident at least two (2) days notice in writing stating the day and approximate time of the planned entry.
- C. Management may enter Resident's apartment without notice to Resident if entry is requested by Resident or if there is reasonable cause to believe an emergency or urgent situation exists. If Resident and all adult household members are out of the apartment at the time of entry, Management will leave written notice of the date, time and purpose of such entry.

XII. KEYS

Management will provide Resident _____ apartment key(s) and _____ mailbox key(s). Resident may not duplicate such keys. Any member of the Resident's household per Section I of this Lease who has moved out of the apartment is no longer entitled to keys unless Management expressly so authorizes in writing.

XIII. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS OR VIOLENT RESIDENTS

- A. Resident delegates to Management the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Housing Authority property by non-residents or terminated violent Residents of the Housing Authority, unless the express written permission of Management is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Housing Authority. Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- B. Management reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests (as defined herein) who;
1. Conduct themselves in a manner to disturb the Resident's peaceful enjoyment of their accommodations, community facilities or other areas of the Housing Authority property;
 2. Engage in illegal or other activity, which would impair the physical and social environment on Housing Authority premises;
 3. Engage in any activity that may threaten the health, safety or peaceful enjoyment of the Housing Authority premises by Residents of the Housing Authority, employees of the Housing Authority, or persons lawfully on the premises;
 4. Engage in criminal activity or drug-related criminal activity (as defined herein), on or off Housing Authority premises;
 5. Engage in destroying, defacing, damaging or removing Housing Authority equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Housing Authority premises;
 6. Engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Housing Authority premises;
 7. Intentionally violate necessary rules, regulations, policies and/or procedures set forth by Management for the benefit and well being of Management, Residents, employees and premises, in effect at the time this Lease is entered into and hereafter promulgated by Management, of which such non-residents have been made aware.
- Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XIV. ABANDONMENT AND ABANDONED PROPERTY

- A. If the Resident and all household members are absent from the premises for seven (7) consecutive days during the Lease term or any renewal or extension period while rent is delinquent, the premises may be deemed by Management as abandoned if inspection shows that all or most of the Resident's property has been removed. If Resident and household members are absent from the leased premises for thirty (30) consecutive days and the rent is thirty (30) days delinquent, the apartment and property will be deemed abandoned.
- B. Management may secure Resident's abandoned apartment against vandalism and attach a notice of entry to the

door of said apartment. If there is no response to this notice of entry after forty-eight (48) hours or if all Resident's possessions have been removed, Management will take possession of the apartment, provided that the rent still remains unpaid.

- C. Any possessions left in Resident's abandoned apartment will be removed and stored by Management, at the expense of the Resident. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease as follows:
1. Any sale of Resident's property under this Lease shall take place only after a thirty (30) day written notice of time and place of sale is sent certified mail and return receipt requested to Resident at Resident's last known address
 2. Sale will be public and subject to any recorded chattel mortgage or financing statement.
 3. Sale shall be to the highest cash bidder; proceeds shall first be credited to cost of sale and then to indebtedness, and surplus shall be mailed to the Resident at his/her forwarding or last known address.
- D. Resident may claim possessions at any time prior to the sale.
- E. Nothing in this Section shall limit Management's right to immediately dispose of trash or other property appearing to have no value.

XV. NOTICE PROCEDURES

- A. Notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household or sent by prepaid first class mail properly addressed to Resident at the apartment address.
- B. Notice to Management shall be in writing and either delivered to the Management Office or sent by prepaid first class mail properly addressed to: _____
- C. If Resident is visually impaired, all notices will be in an accessible format.

XVI. TERMINATION OF LEASE

- A. Notice of termination by either party to this Lease may be given on any day of the month.
- B. Resident may terminate this Lease only by giving written notice to Management in the manner specified in Section XV above, **thirty (30)** days prior to the end of the 12-month lease term.
- C. Management may terminate or refuse to renew this Lease for serious or repeated violations of Resident's obligations under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate this Lease for serious or repeated violations, shall not constitute waiver or prohibit Management from terminating the Lease upon a Resident's subsequent serious or repeated violations of the Lease.
- D. Management shall give Resident written notice of such termination as outlined in Section XV above. Such notice shall:
1. Include the specific grounds for termination;
 2. Inform Resident of his/her right to make such reply as he/she may wish;
 3. Inform Resident of his/her right to examine the Management's documents directly relevant to the termination or eviction; and
 4. Inform Resident of his/her right to request a hearing in accordance with the current Grievance Procedure.

Notice to vacate may be combined with and run concurrently with notice of lease termination. The Notice To Vacate must be in writing and specify that if Resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against Resident. Notice shall be:

1. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
 2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or PHA staff is threatened;
 3. Thirty (30) days in all other cases.
- F. Resident shall pay all court costs and Management's reasonable attorney's fees and other expenses incurred in enforcing or defending this Lease and in recovering possession of the premises unless Resident prevails in such legal action.
- G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.
- H. This Lease shall terminate upon abandonment of the premises by Resident, as outlined in Section XIV of the Lease.
- I. If this Lease is terminated because of criminal activity, Management will notify the United States Post Office that Resident is no longer a resident of the Management (Housing Authority) and does not receive mail at this address.
- J. **Management** may not terminate this lease due to violence as to any Resident or Tenant or Tenant with a household member who has been the victim of violence except as to Residents or Tenants who engaged in such violence.

XVII. BIFURCATION OF LEASE

This lease may be bifurcated by Management as to, on the one hand, a Resident, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Residents, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Resident, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Residents, tenants, and lawful occupants may continue under the lease and request rent adjustment.

XVIII. GRIEVANCE PROCEDURE

All grievances, disputes or appeals arising from this Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Management Office and incorporated herein by reference. **Grievances associated with termination of tenancy related to any activity, not just criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of Management, and to any drug-related criminal activity on or off Management's premises, are excluded from the Grievance Procedure.**

XIX. COMMUNITY SERVICE/SELF SUFFICIENCY ACTIVITY REQUIREMENT

The Quality Housing and Work Responsibility Act of 1998 requires, AS A CONDITION OF LEASE RENEWAL, that all non-exempt Public Housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. Failure to comply with the Authority's Community Service/Self Sufficiency Policy, incorporated herein by reference, may result in non-renewal of this Lease.

XX. PRE-SUIT MEDIATION

Resident agrees that should Resident have any dispute with this Lease, with Management or any matter in any way related to Resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVIII of this Lease, it is a precondition to Resident filing any action concerning any such dispute that Resident submits the dispute

to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon Resident giving notice of a request for mediation, Management will make itself available for mediation within thirty (30) days of that notice

XXI. WAIVER

No delay or failure by the Management in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XXII. SMOKE DETECTORS

Management will furnish smoke detectors as required by law and will test them and provide working batteries when Resident first moves into apartment. After that, Resident must pay for and replace batteries as needed, unless the law provides otherwise. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Management. Neither Resident nor Resident's household members or guests may disconnect smoke detectors. **If Resident, Resident's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, Resident may be liable to Management under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees.** Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

XXIII. LIABILITY

Management will not be liable to Resident, Resident's household or guests for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or omissions of other persons. Management will not be liable to Resident, Resident's household, guests, or persons who have left property with Resident, for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Management strongly recommends that Resident secure his/her own insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Management's duty to make needed repairs of same upon written request by Resident. Management shall have no duty to furnish smoke detectors, security guards, or additional locks and latches, **except as required by law.**

XXIV. DISCLOSURE RIGHTS

If information is requested from Management regarding Resident or Resident's rental history for purposes of law enforcement, government or business, Management may provide such information to other persons, agencies or companies.

XXV. ACCOMMODATION OF PERSONS WITH DISABILITIES

- A.** A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- B.** Management shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.
- C.** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and Management cannot make any reasonable accommodation that would enable Resident to comply with the Lease THEN; Management will assist Resident, or designated beneficiary stated in Section XXVI, to find more suitable housing for Resident. If the designated beneficiary is unwilling and there are no family members who can or will take responsibility for moving Resident, Management will work with appropriate agencies to secure suitable housing and will terminate the Lease.

XXVI. DESIGNATION OF BENEFICIARY

A. Resident designates the following adult person as Resident's beneficiary and delegates to them authority to:

1. Assist Management in determining a reasonable accommodation that would enable Resident to comply with the Lease.
2. Assist in relocating Resident in the event Resident is no longer able to comply with the material provisions of this Lease.
3. Remove from the premises and take possession of Resident's personal property in the event of the death or incapacity of Resident, or in the event that this agreement is terminated by Management and Resident is otherwise unavailable:

Name _____ Relationship _____

Address _____

Home Phone _____ Business Phone _____

XXVII. MODIFICATION OF THIS LEASE

- A. This Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) day written notice to each resident setting forth the opportunity to present written comment which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each resident or posted in at least three (3) conspicuous places in the Management Office.
- B. THIS LEASE, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT EVIDENCES THE ENTIRE AGREEMENT BETWEEN MANAGEMENT AND RESIDENT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, SIGNED AND DATED BY ALL PARTIES TO THIS LEASE, EXCEPT FOR SECTION I. HOWEVER, NOTHING SHALL PRECLUDE MANAGEMENT FROM MODIFYING THIS LEASE TO TAKE INTO ACCOUNT REVISED PROVISION OF LAW OR GOVERNMENT ACTION.

XXVIII. SEVERABILITY

If any provision of this Lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XXIX. OTHER CONDITIONS OF LEASE

IN WITNESS WHEREOF, the Parties have executed this Dwelling Lease this _____ day of _____, _____ at _____, Texas.

By _____

Resident _____

Title _____

Resident _____

Housing Authority of the City of _____

Copies of the following have been provided to Family:

☐ Community Service/Self Sufficiency Policy

☐ Lead-Based Paint Brochure/Certification

☐ Criminal Screening Policy

☐ Pet Policy

☐ Grievance Procedure

☐ Schedule of Other Charges

☐ Housekeeping Policy

☐ Smoke Detector Certification

☐ Lawn Care Agreement

☐ Other _____

EMERGENCY MAINTENANCE NUMBER: _____

HOUSING ALLOWANCES FOR
UTILITIES AND OTHER PUBLIC SERVICES
EFFECTIVE DATE: 08/24/2010

Public Housing - Scattered Sites
NAME OF PROPERTY

EX
LOCATION AND IDENTIFICATION OF PROJECT

PART I

Monthly Dollar Allowances

UTILITY OR SERVICE	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
a. Natural Gas				\$16	\$20	
b. Bottle Gas						
c. Electric						
d. Oil						
AIR CONDITIONING				\$43	\$52	
COOKING						
a. Natural Gas				\$6	\$7	
b. Bottle Gas						
c. Electric						
OTHER ELECTRIC LIGHTING, REFRIGERATION, ETC.				\$88	\$82	
WATER HEATING						
a. Natural Gas				\$6	\$4	
b. Bottle Gas						
c. Electric						
d. Oil						
WATER				\$10	\$10	
SEWER				\$7	\$7	
TRASH COLLECTION				\$17	\$17	
TOTAL ALLOWANCE				\$193	\$199	

Name

Title

Signature

Date

HOUSING AUTHORITY OF BEXAR COUNTY

SCHEDULE OF MAINTENANCE CHARGES

Tenant Signature _____

ITEM	MATERIAL	AMT. CHARGED
WINDOWS	Glass	\$12.00
	Screen	3.00
	Screen with frame	10.00
DOORS	Wood entry	\$60.00
	Metal entry	90.00
	Interior	40.00
LOCKS	Entry door	\$15.00 @
	Interior door	10.00 @
	Door jamb	10.00
SLIDING PATIO DOORS	Glass	\$70.00
	Screen	10.00
	Screen with frame	30.00
	Lock	15.00
WALLS	Paint	\$15.00 @
	Holes	10.00
SMOKE ALARM		\$15.00
FIRE EXTINGUISHER		\$30.00
PLUMBING [Tenant Caused]	Sink P-Trap	\$10.00
	Sewer line	25.00
	Bathtub	10.00
	Toilet (water closet)	20.00

ALL OTHER REPAIRS AND REPLACEMENTS WILL BE AT COST PLUS LABOR.



1017 N. MAIN AVE., SUITE 201, SAN ANTONIO, TX 78212
(210) 225-0071 FAX: (210) 225-6976

DECLARATION OF SECTION 214 STATUS

NOTICE:---In order to be eligible to receive the housing assistance sought, each applicant for or recipient of housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Housing Authority of Bexar County. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____ certify, under penalty of perjury 1/, that, to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- ☐ I am a citizen, naturalized citizen or national of the United States; or
- ☐ I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age 2/; or
- ☐ I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
 - ☐ Immigrant status under §§101(a)(15) or 101(a)(20) of the INA 3/; or
 - ☐ Permanent residence under §249 of INA 4/; or
 - ☐ Refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA 5/; or
 - ☐ Parole status under §212(d)(5) of the INA 6/ or
 - ☐ Threat to life or freedom under §245A of the INA 8/.

[HABC:Enter INS/SAVE Primary Verification #: _____ Date: _____]

(Signature of Family Member)

(Date)

☐ Check box on left if signature is of adult residing in the unit who is responsible for child named on statement above.

FOOTNOTES AND INSTRUCTIONS

- 1/ **Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

- 2/ **Eligible immigration status and 62 years of age or older.** For noncitizens who are 62 years of age or older who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- 3/ **Immigrant status under §§101(a)(15) or 101(a)(20) of INA.** A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [immigrant status]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.
- 4/ **Permanent residence under §249 of INA.** A noncitizen who entered the U.S. before January 1, 1972 or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249].
- 5/ **Refugee, asylum, or conditional entry status under §§207, 208 or 20 of INA.** A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under §208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].
- Parole status under §212(d)(5) of INA.** A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [parole status].
- 7/ **Threat to life or freedom under §243(h) of INA.** A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom].
- 8/ **Amnesty under §245A of INA.** A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A].

Carlos Madrid, Jr.
Chairman

Dario Chapa
Vice-Chairman

Robert Grau
Commissioner

Nancy Busch
Commissioner

Lupe Torres
Commissioner

HOUSING AUTHORITY OF BEXAR COUNTY

301 South Frio Street • Suite 290
San Antonio, Texas 78207
(210) 225-0071 • Fax: (210) 225-6976

Laura D. Morales
Executive Director

November 22, 2004

Sherry Sloan
1403 Jackson Keller #108-B
San Antonio, Texas 78213

Dear Ms. Sloan:

Congratulations, you have been selected to be a member of the Housing Authority of Bexar County's Resident Advisory Board.

Pursuant to 24 CFR 903.13 a Resident Advisory Board is formed to provide for reasonable representation of families receiving rental based assistance and to provide input regarding the programs administered by this agency.

The first meeting of the Resident Advisory Board has been scheduled for Wednesday, December 8, 2004 at 3 p.m., at 301 S. Frio St., Suite 290. We also anticipate selecting a Resident Advisory Commissioner from the Resident Advisory Board members.

Should you have any questions, please call me at (210) 225-0071.

Thank you for your cooperation in this matter, we look forward to meeting with you.

Sincerely,


Laura D. Morales
Executive Director

cc: Carlos Madrid, Jr. - Chairman
File

**SCATTERED-SITE
SINGLE FAMILY DWELLINGS**

	<u>ADDRESS</u>	<u>BDRM SIZE</u>
1.	3817 Candle Crown San Antonio, Texas 78244	3
2.	11310 Two Wells Dr. San Antonio, Texas 78245	3
3.	7435 Longing Trail San Antonio, Texas 78244	3
4.	15502 Cross Vine San Antonio, Texas 78247	3
5.	6822 Eden Grove Converse, Texas 78109	3
6.	11423 Bald Eagle Way San Antonio, Texas 78245	3
7.	11362 Olney Spring San Antonio, Texas 78245	3
8.	2307 Mission Forest San Antonio, Texas 78251	3
9.	9817 Fortune Ridge Converse, Texas 78109	3
10.	7227 Elm Trail San Antonio, Texas 78244	3
11.	3605 Candle Knoll San Antonio, Texas 78244	3
12.	10010 Trout Ridge Dr. Converse, Texas 78109	3
13.	8358 Longhorn Ridge Converse, Texas 78109	3
14.	9926 Misty Plain Dr. San Antonio, Texas 78245	3
15.	6862 Flaming Ridge Converse, Texas 78109	3

16.	6820 Flaming Ridge Converse, Texas 78109	3
17.	7510 Echo Trail San Antonio, Texas 78244	3
18.	6859 Columbia Ridge Converse, Texas 78109	3
19.	9628 Dugas San Antonio, Texas 78245	3
20.	11154 Candle Park San Antonio, Texas 78249	3
21.	10322 Old Farm San Antonio, Texas 78245	4
22.	9958 Misty Plain San Antonio, Texas 78245	4
23.	10245 Canton Field San Antonio, Texas 78250	4
24.	9431 Greens Point San Antonio, Texas 78250	4
25.	7119 Sunlit Trail San Antonio, Texas 78244	4
26.	10327 Prescott San Antonio, Texas 78245	4
27.	7515 Rustic Trail San Antonio, Texas 78244	4
28.	9842 Echo Plain San Antonio, Texas 78245	4
29.	10439 Cedar Village San Antonio, Texas 78245	4
30.	10354 Coral Village San Antonio, Texas 78245	4

Housing Authority of Bexar County
Community Service/Self Sufficiency Policy
Scattered Site Low Rent Program

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Low Rent Dwelling Lease.

B. Definitions

Community Service-volunteer work which includes, but is not limited to:

1. Work at local school, hospital, or child care center
2. Work with youth organizations
3. Helping neighborhood groups with special projects
4. Working through resident organizations to help other residents with problems.

NOTE: Political activity is excluded.

Self-Sufficiency Activities – activities which include, but are not limited to:

1. Job training programs
2. Substance abuse or mental health counseling
3. English proficiency or literacy (reading) class
4. Budgeting and credit counseling
5. Any kind of class that helps a person toward economic independence

Exempt Adult-an adult member of the family who:

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is working at least 20 per week
5. Is participating in a welfare to work program
6. Is receiving assistance from TANF and is in compliance with job training and work activities

2. If during the twelve (12) month period, ~~an exempt person~~ becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

5. Authority Obligations

- a. To the greatest extent possible and practicable, the Authority will
 1. provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement).
 2. provide in-house opportunities for volunteer work or self-sufficiency programs.
- b. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
- c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- d. Non-Compliance of family member
 1. At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 2. If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family Obligations
 - a. At lease execution or re-examination after October 1, 2004, all adult members (18 or older) of a public housing resident family must:
 1. provide documentation that they are exempt from Community Service requirements if they qualify for an exemption, and
 2. sign a certification that they have received that they have received and read this policy and understand they if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
 - b. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signature of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - c. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
 - d. Change in exempt status:
 1. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.

2. If during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

5. Authority Obligations

- a. To the greatest extent possible and practicable, the Authority will
 1. provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement).
 2. provide in-house opportunities for volunteer work or self-sufficiency programs.
- b. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
- c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- d. Non-Compliance of family member
 1. At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 2. If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.

3. If, at the next annual re-examination, the family members still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
4. The family may use the Authority's Grievance Procedure to protest the lease termination.